

LUCAS COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
Local 544-01



COLLECTIVE BARGAINING AGREEMENT

**AFSCME**  
**In the Public Service**

*American Federation of State, County and Municipal Employees*



JANUARY 1, 2025 – DECEMBER 31, 2027

**PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT IS MADE AND ENTERED INTO BETWEEN THE LUCAS COUNTY DEPARTMENT OF JOB & FAMILY SERVICES, HERINAFTER REFERRED TO AS THE “DEPARTMENT”, AND THE LUCAS COUNTY DEPARTMENT OF JOB & FAMILY SERVICES EMPLOYEES’ CHAPTER, LOCAL 544-02 (SECURITY) AND OHIO COUNCIL 8, THE AMERICAN FEDERATION OF STATE AND MUNICIPAL EMPLOYEES, AFL-CIO, HEREINAFTER REFERRED TO AS THE “UNION.”

IT IS THE INTENT AND PURPOSE OF THIS MEMORANDUM OF AGREEMENT TO SET FORTH POLICES PROVIDED HEREIN AND FOR THE IMPLEMENTATION THEROF.

THIS MEMORANDUM OF AGREEMENT IS ENTERED INTO A SPIRIT OF COOPERATION WITH THE DEPARTMENT AND THE UNION, EACH RECOGNIZING THEIR RESPONSIBILITY TO RESPECT THE PROVISIONS OF THIS MEMORANDUM OF AGREEMENT. THE INTENT OF THIS MEMORANDUM OF AGREEMENT IS TO ENGENDER A SPIRIT OF COOPERATION SO THAT BOTH PARTIES TOGETHER MAY WORK TO BETTER SERVE THE CITIZENS OF LUCAS COUNTY.

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# ARTICLE 1

## RECOGNITION

**SECTION 1.1 - EMPLOYER'S RECOGNITION** - To establish responsibility, the Employer recognizes the Union as sole and exclusive bargaining agent for the employees in the Department for the purpose of collective bargaining with respect to classification and compensation, hour, wages, working conditions, handling of grievances and all other condition of employment agreed to.

**SECTION 1.2 - EMPLOYEE REPRESENTATIVE** - All agreements entered into between the Employer and employees covered by this Collective Bargaining Agreement shall be through duly authorized representatives of the Union.

**SECTION 1.3 - THE BARGAINING UNIT AND EXCLUSIONS** - The bargaining unit shall include all permanent employees of the Lucas County Department of Job and Family Services with the following classifications being excluded:

Director (Series)  
Deputy Director (Series)\*\*  
Assistant Deputy Director  
Client Services Administrative Specialist  
Manager (Series)  
Program Administrator  
Administrative Assistant (Series)  
Administrative Secretary (Series)  
Coordinator (Series)  
Supervisor (Series)  
Assistant Supervisor (Series)\*  
Project Manager (Series)  
Fiscal Officer (Series)  
Lead Administrative Hearing Officer\*  
Administrative Hearing Officer\*  
Procurement Administrator  
Compliance Specialist  
Time and Labor Specialist  
Personnel Officer (Series)  
Trainer (Series)  
Budget Analyst (Series)  
Policy Analyst  
Application Developer/Analyst (Series)  
Systems Analyst  
Client Liaison\*  
Community Liaison Assistant  
Community Liaison  
Community Services Outreach Liaison  
Network Administrator (Series)  
IS Administrator  
Information Systems Manager

Application Systems Manager  
IT Project Analyst  
Database Manager  
Intern

\*CSEA \*\*CSEA, JFS

A. If any positions are established during the term of this Agreement, the Job & Family Services Director or his designee(s) and the Union shall meet and negotiate as to whether the position(s) will be included or excluded from the Bargaining Unit.

1. The parties agree to hold up to two (2) meetings to settle any disputes under this section. If the matter is not resolved, the parties will submit the matter to SERB for resolution.

**SECTION 1.4 - NON -BARGAINING UNIT EMPLOYEES** - Non-bargaining unit employees shall not be covered by the terms of this Agreement unless the context clearly indicates otherwise.

A. Non-bargaining unit employees shall have the right to hold membership in the Union. However, such individuals are recognized by the parties to this Agreement as having no rights under the terms and conditions of the Collective Bargaining Agreement.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

**SECTION 2.1 - AFFIRMATION OF NON-DISCRIMINATION** - The parties to this Agreement agree that they shall not discriminate against any person(s) because of race, creed, color, sex, age, gender, marital status, national origin, political affiliation, disability, religion, pregnancy, military/veteran status, genetic information, or sexual orientation.

**SECTION 2.2 - GENDER AND DEFINITION OF EMPLOYEE** - All references to employees in this Collective Bargaining Agreement designate both sexes and wherever the male or female gender is used, it shall be understood to include male and/or female employees. The term employee shall be defined as a person whose position is included in the Bargaining Unit except as otherwise provided herein.

**SECTION 2.3 – NEUTRALITY** – The parties agree not to interfere with the rights of employees to become members of the Union or to do anything to discourage employees from joining the Union, and there shall be no discrimination, harassment, interference or restraint by the parties against any legal employee activity, in any official capacity on behalf of the Union if specifically authorized by this Agreement.

## **ARTICLE 3**

### **UNION RIGHTS**

**SECTION 3.1 - DUES DEDUCTIONS** - Membership is an agreement between the employee and the

Union. The Employer shall deduct during the life of this Agreement, from the wages of employees in the bargaining unit, membership dues in Local 544, Ohio Council 8, AFSCME, for each employee who has signed an authorization card for such deductions, subject to the provisions of this Section. Dues deductions shall be made in equal installments each pay period. The Union shall inform the Employer of the amounts to be deducted under this Article. All sums deducted shall be remitted to the Comptroller of Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512 within thirty (30) days from the date of deduction.

- A. Dues List: Each pay period, the Employer through the County Auditor will provide the Union with a list of each employee for whom a Union dues deduction was made, to include the amount of the deduction for each employee and the total amount of all dues deducted for all employees within the bargaining unit.
- B. Union Membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their Union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.
- C. Union Dues Revocation: Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request.
- D. Indemnification: The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, demands, suits, actions, proceedings and other forms of liability, brought by any employee arising from any deduction made by the Employer for purposes of complying with any provision of the Article or in reliance of any notice or dues checkoff authorization card furnished under any of the provisions of the Article.
- E. The Employer agrees to continue to make all other payroll deductions currently authorized such as authorized credit union, insurance premiums, etc.
- F. If the law as it pertains to fair share fee is overturned, the language will be returned to its full force and effect.
- G. The Employer agrees to deduct such amounts as authorized by the employees for voluntary contributions to the national P.E.O.P.L.E. Program of the American Federation of State, County, and Municipal Employees, AFL-CIO: such authorization is subject to revocation by the employee upon thirty (30) days written notice.

**SECTION 3.2 - AUTHORIZED UNION REPRESENTATIVES** - The officers and stewards of AFSCME employed at the Department and the staff representatives are the authorized representatives of

the Union at the Department except that no bargaining unit employee with Team Leader responsibilities may represent non-Team Leader employees as principal representative in grievances or disciplinary actions. The Union agrees to inform the Employer in writing of its' authorized representatives as such additions or deletions occur.

**SECTION 3.3 - VISITING THE PREMISES** - The Employer agrees that accredited representatives of American Federation of State, County and Municipal Employees, AFL-CIO, Local 544, whether chapter, local union, District Council or International Representatives, shall have the right to visit the premises, of the Employer, at any time during working hours for the purpose of investigating compliance with the terms of the Agreement, Ohio Revised Code, and the Administrative Rules and to conduct other activities of the Union with respect to wages, hours and other conditions of employment. Such representatives shall report to an authorized administrative representative of the Employer upon entering the premises.

**SECTION 3.4 - UNION RELEASE TIME** - The Employer recognizes that specified Union activity on behalf of employees requires time away from assigned Agency duties and will occur during normal working hours. These activities include investigating, presenting, and adjusting grievances and disputes; representing employees at hearings; participating in labor/management meetings; any other activity authorized by this Agreement. Union release time will be captured by employees utilizing the agency's electronic record device (i.e. KRONOS) when such union activity is expected to endure beyond ten (10) minutes.

- A. Release time to conduct Union business shall be under the following terms and conditions:
  1. The Chapter Chairman, Vice Chairman, and Chief Steward shall have a reduced workload of 50% of the average workload of employees performing the same function to which they are assigned.
  2. Division Stewards are limited to one for each Division and shall have a workload reduction of 10% of the average workload of employees performing the same function to which they are assigned.
- B. The ratio of line stewards to employees shall not exceed one (1) to sixty (60). There should be no more than three (3) stewards representing Team Leaders. The Union agrees to provide a current list of stewards and their jurisdictions to the Employer. The Employer agrees to allow stewards, divisional representatives, the Chapter Chairman, Vice-Chairman, the Chapter Secretary, and the Chapter Treasurer reasonable release time from assigned duty.
  1. All officers and stewards, mentioned above, will inform their Coordinators in advance when using the release time provided, which shall include the general nature of the union business, including location if off-site. Disputes as to what is considered reasonable time for stewards and officers shall be resolved through the Labor Management process described in Section 5.1.

**SECTION 3.5 - UNION ADMINISTRATIVE LEAVE** - The Employer shall grant administrative leave to employees who are officially designated and whose travel expenses are paid by the Union to attend

legislative conferences, state conventions, national conventions, and union training sessions.

- A. Leave will be granted to attend SPBR, DAS and SERB hearings. If granting administrative leave for these purposes should result in more than fifty percent (50%) of a unit being gone, such leave may be denied.
- B. The Union shall provide three (3) working-days notice to the Employer whenever taking time under this Section, providing the Union had knowledge of the need to use such time at least three (3) working days in advance.
- C. The total number of days granted under this Section shall not exceed thirty (30) days annually under normal circumstances; however, the Union may present a request for additional union administrative leave based on special circumstances on a case by case basis, which such request to include sufficient detail regarding the need for the additional leave. The Director may grant such request at his discretion.

**SECTION 3.6 - SPECIAL SENIORITY** - The Chapter Chairman shall retain the highest seniority during the term of his office, in matters of layoff.

**SECTION 3.7 - UNION COMMITTEE ROOM** - The Employer agrees to provide space with a telephone at the Main Building of the Agency as a union committee room.

**SECTION 3.8 - UNION BULLETIN BOARDS** - The Employer will provide space for one (1) bulletin board for each major work area of the Department for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all employees.

**SECTION 3.9 - ORIENTATION OF NEW EMPLOYEES** - The Employer agrees to give two (2) man hours to the Union during the orientation period for all new employees during which the Union can present an explanation of Union procedure and be available for questions.

**SECTION 3.10 - UNION ELECTIONS** - The Employer agrees to allow the Union to conduct its' election for officers and stewards on Agency premises and to allow four (4) hours release time of the election committee, during the day, to conduct the election during working hours.

**SECTION 3.11 - UNION MEETINGS** - The Employer shall make adequate space available for AFSCME, LCJFS special emergency meetings, provided that such meetings are approved in advance by the Director. The meetings may be held in the Main Building provided that such meetings are scheduled sufficiently in advance to avoid conflict with Agency meetings. Employees eligible to attend are only those who have completed their regular workday.

**SECTION 3.12 - EMPLOYMENT BY THE UNION** - An employee may be granted a special leave of absence, without pay, for a period not to exceed one (1) year for the purpose of entering employment with the Union. This period may be extended for one (1) additional year by mutual consent. Prior to the end of such approved period, the employee may request reinstatement to employment in accordance with the procedures stated in Article 22. Leave of absence, without pay, to work for the Union for a period of six (6) months or less shall be controlled by Article 18.

- A. The time period for such reinstatement shall not exceed one (1) year. An employee so

reinstated shall retain his certification.

- C. If an employee does not request an extension of his leave within eleven (11) months of the start of leave or request reinstatement to the Department prior to the termination of his union employment and/or does not return to employment within two (2) years, he shall be considered as terminated through resignation effective with the start of his leave, without further reinstatement rights.

## ARTICLE 4

### MANAGEMENT RIGHTS

**SECTION 4.1 - MANAGING THE DEPARTMENT** - The Employer retains all of its' rights, functions, duties, and responsibilities to manage the Department as prescribed in the Ohio Revised Code, except where those rights are explicitly mentioned as limited by this agreement. Further, it is recognized by the parties that the Employer retains all rights and authority necessary to manage the Department unless otherwise specifically modified by this Agreement.

**SECTION 4.2 - EXAMPLES OF MANAGEMENT RIGHTS** - Management rights include, but are not limited to, the rights to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as its' functions and programs, standards of services, its' overall budget, utilization of technology and organizational structure;
- B. Determine the overall methods, processes, means, or personnel by which the Department's operations are to be conducted, including the introduction of new methods to the work force;
- C. Determine the adequacy of the work force in terms of size, quality, and position qualifications;
- D. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- E. Direct, supervise, evaluate, or hire employees;
- F. Maintain and improve the efficiency and effectiveness of Department operations, including the allocation and assignment of work, fixing standards of quality and quantity of work to be done, and reorganization of the Agency structure due to lack of work, lack of funds, or for greater efficiency.
- G. Determine the Department's overall mission as a unit of government;
- H. Effectively manage the work force;
- I. Take actions necessary to carry out the Department's governmental mission.

**SECTION 4.3 - CHANGES DURING TERM OF AGREEMENT** - In the event either party is required to negotiate during the term of this agreement, the Employer can implement its' last and best offer upon reaching impasse after a period of negotiations.

## ARTICLE 5

### LABOR/MANAGEMENT COMMUNICATIONS

**SECTION 5.1 - LABOR MANAGEMENT MEETINGS** - will be held in order to expedite implementation, seek clarification, and discuss issues of mutual concern regarding this Collective Bargaining Agreement. The parties recognize that the Labor Management meeting process is not an extension of any required Collective Bargaining process. Labor Management meetings will be held once a month.

- A. Management representatives at these meetings will include, at least, the Job & Family Services Director or Designee, and other management staff as determined by the Director or Designee. Management agrees to meet with no more than five (5) members of the Union Steering Committee who will represent the Membership.
- B. Agenda will be exchanged at least three (3) working days, prior to the meeting, with a detailed description of the respective interests or concerns on the referred issue. Additional items may be discussed by mutual agreement between the Employer and the Union.
- C. Special meetings may be called by mutual agreement between the Job & Family Services Director and the Union. Special Labor Management meetings, which shall include the County Commissioners or their designee (s), may be called by mutual agreement between the Employer and the Union.
- D. Labor Management meetings will also be held at the division level upon request. Such meetings will include the Division Director of the affected area and other appropriate management staff. Union representatives at these meetings will only include no more than five (5) members of the Union Steering Committee and/or employee from the affected division, as needed. The agenda for such meetings will be limited to matters specific to the affected Division. Agenda items will not be accepted at the Divisional Labor Management meeting unless there has been a meeting previously held to resolve the issue with the appropriate Divisional Director. All items affecting more than one division will be accepted at the agency wide Labor Management meeting, instead of a divisional meeting.

**SECTION 5.2 - COLLECTIVE BARGAINING AGREEMENT TRAINING SESSIONS** - The Union and the Employer agree to hold joint, formal training sessions to promote understanding and compliance with this Agreement.

**SECTION 5.3 - REVIEW OF PERSONNEL RELATED DOCUMENTS** - Upon request, the Employer will make available to employees the following materials: Administrative Rules; Personnel Procedure Memos; Workers' Compensation forms and brochures; and a copy of the Ohio Revised Code. Upon request, all employees shall have reasonable time to review these documents.

**SECTION 5.4 - PRINTING COST** - The Employer and the Union agree to provide each employee with a copy of this Collective Bargaining Agreement.

- A. The cost of printing this Agreement shall be shared equally by the Employer and the Union.
- B. If this Agreement is to be printed outside of the Agency, it shall be done by a Union printer.

**SECTION 5.5 - RESPONSE TO COMMUNICATIONS** - In the spirit of cooperation, both the Employer and the Union Steering Committee agree to acknowledge and/or respond within five (5) working days to each other's request for communications.

## ARTICLE 6

### SENIORITY DEFINED

**SECTION 6.1 - DEFINITION OF SENIORITY** - Seniority shall be defined, for the purpose of this Agreement, as the length of continuous service with the bargaining unit, with the exceptions as stated below, and shall not be confused with seniority or longevity as outlined and applied under Civil Service Law. Seniority shall be measured in the calendar days of employment with the Agency.

- A. Time spent on sick leave, annual leave, authorized leaves of absence, or layoff status shall not constitute a break in service and employees who are on any of these leaves or layoff status shall earn seniority during the leave, except that an employee who does not return from a leave of absence or from layoff will not be credited with the time spent on leave, but will be considered as separated from service on the day the leave of absence or layoff started.
- B. Employees who return to a bargaining unit position within one year of separation, due to leaving the bargaining unit or the agency, shall not lose their seniority during the twelve (12) month period following separation. However, they shall not earn seniority during any period of separation.
- C. Employees who return to employment from either disability separation (within the allowable two (2) year period) or disability retirement (within the allowable five (5) year period), shall retain seniority earned prior to the separation but shall not earn seniority during the disability separation or disability retirement.
- D. Employees serving their initial probationary periods shall accrue seniority for the purpose of bidding only. After completion of their initial probationary period, seniority shall be computed from the date of hire.
- E. All employees not in a permanent employment status, who work in excess of 120 days, shall accrue seniority from their original date of hire in the event their status becomes permanent, for bidding purposes only.

**SECTION 6.2 - STATUS OF EXCLUDED EMPLOYEES** - Employees excluded from the bargaining unit shall have no seniority rights under the provisions of this contract except that:

- A. Employees taking classified positions outside the bargaining unit shall not be excluded from the bargaining unit for six months or until the completion of their promotional, probationary period, whichever is less.
- B. Incumbents of positions which were previously excluded from this bargaining unit, but are now bargaining unit positions, shall have full seniority rights, including credit for the period in which said position was excluded from this bargaining unit.

**SECTION 6.3 - PURPOSE OF SENIORITY** - Seniority shall be used for the purpose of bidding on all openings covered by this Collective Bargaining Agreement.

**SECTION 6.4 - UPDATING SENIORITY INFORMATION** - The Employer shall provide to the Union:

- A. An up-to-date seniority list of all Agency employees, revised and given to the Union every six (6) months, stating every employee's name, adjusted seniority date, classification, and immediate Coordinator or Manager. Within four (4) months of the signing of this agreement, the parties shall meet and agree upon an initial seniority list;
- B. A bi-weekly list of all new employees, their classification and date of hire; and,
- C. A bi-weekly list of all terminations, changes of classification, and changes of status (e.g., educational leave, leave of absence) for all employees.

**SECTION 6.5 - DISPUTES OF SENIORITY DATES** - The Employer will make available for inspection all information necessary to research disputes as to proper seniority dates for employees. If there is a grievance arising out of a dispute on seniority date(s) for the purpose of bidding, it will be waived to the Job & Family Services Director's level of the grievance procedure as outlined herein.

**SECTION 6.6 - SAME DAY SENIORITY** - There will be no employee with seniority equal to another employee. For those employees with the same date of hire, the application date will determine the order of seniority. For applications received prior to 2/15/91, the date of notarization will constitute the application date. For applications received after 2/15/91, application date will be determined by the time and the date the application was received by the Human Resources Department. The above method will be used only as a tiebreaker between persons with the same date of hire and shall not establish any seniority prior to the actual date of hire.

## **ARTICLE 7**

### **FILLING OF PERMANENT VACANCIES**

**SECTION 7.1 - CIVIL SERVICE**

- A. All bargaining unit employees in the Department shall be in the classified service and shall be appointed to their positions pursuant to the provisions of the Ohio Revised Code.

**SECTION 7.2 - THE ORDER OF POSTING AND FILLING VACANCIES** - Insofar as feasible, all

vacancies shall be posted and filled in their chronological order of occurrence. Permanent vacancies shall be filled before temporary vacancies, insofar as feasible. Staffing or program needs may dictate a deviation from the normal procedure. The reasonableness of the need for deviation may be grieved. All such vacancies shall be filled in a timely manner, normally within 30 working days from the expiration date (deadline) of the posting, unless held up by grievance, (See Article 7, Section 7.12) or unless a future date is established as the effective date of the start of the position, not to exceed 60 working days from the deadline of the posting.

**SECTION 7.3 - POSTINGS OF VACANCIES IN THE BARGAINING UNIT** - In the event a job becomes vacant (other than temporary vacancies as described in Article 9.1), and the Employer determines the need to fill it, the opening will be posted for bid.

**A. CONTENTS OF POSTING FOR BID** - Each posting shall indicate:

1. Classification and position control number;
2. Location of the job and scheduled work hours;
3. Division and the immediate Coordinator, as of the date of the posting;
4. Expected start of the position, if not within 30 working days of the deadline of the posting. The expected start date shall not exceed 60 working days as provided for in Section 7.2
5. Pay range and base salary;
6. Whether vacancy is permanent or temporary and, if temporary, the approximate duration of the vacancy;
7. Minimum qualifications;
8. Qualifications of fluency in a foreign language and/or license required and/or such other special qualifications as are necessary for the performance of the job;
9. A brief description of the job duties;
10. Date the posting goes up and the expiration date (deadline);
11. And, the statement, "This position is posted and will be filled in accordance with the provisions of the Agreement between the LCJFS Employees' Chapter, Local 544, AFSCME, and the Lucas County Department of Job & Family Services.
  - a. If there are changes in the posting, other than position control number, prior to selection, the opening shall be reposted and a new bid list established, except that the Union may waive this requirement, in which case the previous bid list will stand.

**SECTION 7.4 - THE POSTING OF BID NOTICES** - Bid notices shall be posted via agency email system, on the Human Resources bulletin board, and on one other bulletin board mutually agreed upon by the Union and the Employer.

**A.** Bid notices shall remain posted for no fewer than five (5) full working days, except that the Union may waive all or part of this time requirement upon request by the Employer.

**SECTION 7.5 - BIDDING** - For openings in the bargaining unit, the procedure for determining bidder qualifications and making a selection shall be as follows:

**A.** An employee may bid on any posted vacancies for which he feels he may qualify by submitting a completed bid. Bidders bear the responsibility for ensuring that all

verifications of qualifications are in their Personnel file prior to the expiration date of the posting, with proof qualification(s) accessible in the employee's personal file and/or attached to the bid. Employees will be found "ineligible" due to lack of available documentation of qualifications. However, employees found to be ineligible due to a lack of documentation of qualifications will be provided three working days upon notification of ineligibility to produce the missing documentation to gain eligibility for the vacancy. Eligible bidders shall be placed on a bid list in order of seniority with the following exceptions:

1. If there is a layoff recall list, or if there is a pending job abolishment, Article 11 will dictate an employee's placement on the list.
2. **SPECIAL REQUIREMENTS:** If the position has special requirements, such as the need for fluency in a foreign language, licensing and/or such other special qualifications as are necessary for the performance of the job, then bidders must also meet such criteria in order to be placed on the list.

B. Employees serving promotional, probationary periods shall be eligible to bid on any further promotions for which they are qualified. However, time served in the current promotional probationary period shall not be counted as part of the employee's qualification for the next or future potential promotions unless such probationary period is successfully completed. Employees serving promotional, probationary periods shall not be eligible to bid on lateral positions.

C. The Employer shall not discourage nor attempt to discourage any employee from bidding. Simple statements of opinion as to whether the employee might be eligible, suited to, or happy with the posted position or any other similar statements will not be considered as discouragement.

D. Bids may be submitted for an employee when said employee is not present at work during the posting period of bid position.

**SECTION 7.6 - BIDDING RESTRICTIONS** - An employee who has completed one year of service from the permanent date of hire may bid on any position(s) he is interested in, although:

A. The following restrictions shall apply:

1. An employee who received an overall rating of "Below Requirements" or "Unsatisfactory" on an annual evaluation within the last twelve (12) months is not eligible to bid except on demotions.
2. An employee with active discipline in his Personnel file (reprimand or suspension) is not eligible to bid on lateral or promotional positions.
3. Any employee who does not meet the Agency attendance standard will not be considered an eligible bidder. (See Article 17, Section 17.7)
4. Any employee who has received a demotion, or lateral position change shall not be

eligible for consideration for any other positions until eighteen (18) months from the date the employee began in his/her last position. In the event that an employee is unsuccessful in probation and/or makes a request and is approved to return to his/her former position, this shall also count as one position change with the eighteen (18) months to start from the time that the employee is approved to return.

- B. An employee who has accepted a permanent position outside of his classification shall be subject to a probationary period.
- C. An employee whose appointment to a position would constitute a violation of the Conflict of Interest Policy - See Article 9.18 - shall not be considered an eligible bidder for such position.

**SECTION 7.7 - THE ANNOUNCEMENT OF BID LISTS** - For bargaining unit positions, bid lists containing the names, classifications and seniority date of the three (3) most senior qualified bidders, the names, classifications and seniority dates of all other bidders and the statement: "This list is established pursuant to the provisions of the Agreement between the LCJFS Employees Chapter, Local 544, AFSCME, and the Lucas County Department of Job & Family Services", shall be compiled and then posted via GroupWise and on each bulletin board on which bid notices are posted, within ten (10) working days of the expiration date (deadline of such bid postings).

## **SECTION 7.8 - ESTABLISHING QUALIFICATIONS AND MAKING SELECTIONS**

- A. **SELECTION** - Employees wishing to bid on posted jobs shall submit their bid to the Human Resources Department. An interview will be granted to the three (3) most senior qualified employees. Examples of qualifications to be considered include work experience, educational background, attendance, disciplinary records, and job qualifications. The job shall be awarded to the most senior qualified employee.
  - 1. In the event a bid list is incomplete, and/or all eligible bidders withdraw, and a valid reason exists to add names to the list, such names will be drawn from 1) other bidders list, if they become eligible during the process, 2) other sources.
  - 2. An employee has three working days upon written offer in which to decide whether or not he wishes to accept a position. Once the employee has accepted a position, the employee must take the position. At the point of acceptances, all bids submitted by this employee for any other positions shall be considered withdrawn unless the position for which he has also bid is at a higher pay range than the pay range of the accepted position.

**SECTION 7.9 - EFFECTIVE DATES ON PROMOTIONS** - On promotions, the Employer may set the date of promotion and such promotions may take effect before the paperwork is submitted to the Human Resources Department.

## **SECTION 7.10 - RETURN TO PREVIOUS POSITION**

- 1. Employees wishing to return to previously held positions must present their request, in writing, to the Director of Job & Family Services. The Director of Job & Family Services may grant or

refuse such request, at his discretion, except that he will not grant any such request once a potential successor has been selected or grant any requests submitted after thirty (30) days from when the former position was vacated. If the request to return to a previously held position is granted, the returning employee will be placed in the previously held position, at the same step as when he left the position regardless of whether the intervening position involved a promotion or demotion. Step advancement shall not be affected and shall take place as though the employee had never left the original position.

2. Except in cases of initial probationary periods, employees shall be returned to the previously held position, or a same or similar classification if the previous position is unavailable, for inability to successfully complete a probationary period. The determination that performance is unsatisfactory may occur prior to the completion of the probationary period.

**SECTION 7.11 - INVOLUNTARY FILLING OF PERMANENT VACANCIES** - If it becomes necessary to fill a position through involuntary transfer because no bids were submitted for a posted position and the position is not filled, the Employer agrees to adhere to the principle of inverse seniority.

**SECTION 7.12 - PENDING GRIEVANCES ON THIS ARTICLE** - If there is a grievance on any procedural violation under this Article, the position involved shall not be filled on a permanent basis until such grievance is resolved.

- A. In the event the Job & Family Services Director determines it to be in the Department's best interest to temporarily fill a position pending the resolution of a grievance, the TWL procedure as outlined in 9.1 shall be used. Prior to filling such a position through temporary outside hire, the Director may, at his discretion, temporarily place the originally selected candidate into the position.
- B. Grievances resulting from the selection procedure shall be submitted at the Director's level.

## **ARTICLE 8**

### **HOURS OF WORK AND OVERTIME**

**SECTION 8.1 - THE STANDARD WORK WEEK** - The standard work week for employees shall be Monday through Friday 8:30 a.m. to 4:30 p.m. In the event program changes require the establishment of shift operation separate from existing work schedules, the Employer and the Union may negotiate a shift differential. The parties agree that some employees have work schedules which will differ from the normal workday. The new shift will be implemented, first asking for volunteers in the required program area(s), then by inverse seniority in the program area(s) involved. The shift operation can be implemented prior to agreement on the shift differential; however, such shift differential shall then be retro-active to the start of the shift operation.

The Employer may schedule employees in order to assure reasonable coverage. The employer agrees to meet and discuss with the Union its basis for determining what reasonable coverage is.

- A. Employees are required to record via the Agency's electronic recording device (i.e.

KRONOS) their actual time of arrival and after completing the normal workday, employees are required to record their actual time of departure per agency procedures. Additionally, employees are required to follow the same procedure for their lunch period and breaks, if taken.

- B. Employees are required to take either A) one (1) paid hour for lunch or B) a one-half (1/2) hour paid lunch and two (2) fifteen-minute paid breaks each workday unless other arrangements are made by their Coordinator and coverage must be ensured during this time.
- C. Overtime will be regulated by all rules and procedures currently in effect outlined in section 8.6.
- D. Scheduling necessary to maintain unit coverage will be done on a rotating seniority basis.

- E. Employees who are unexpectedly unable to report to work at their scheduled time must report their absence or tardiness to their Coordinator prior to the start of their scheduled time of arrival. Employees must report their estimated time of arrival on the job to their Coordinator on the day of the occurrence, the circumstances, expected duration, and where he may be reached. Tardiness of six minutes or more will result in docking and excessive tardiness, independent of whether there was a docking, is subject to discipline as defined in Article 17.

**SECTION 8.2 - THE WORKDAY** - Each full-time employee will work a total of seven (7) hours, per day, with either a paid hour for lunch or one-half (1/2) hour paid lunch and two (2) fifteen-minute paid breaks each workday.

- A. During the lunch period, employees shall be relieved of all duties, including on-call duties.
- B. The lunch period will be taken and completed between the hours of 11:00 a.m. and 3:30 p.m. With prior Coordinator approval, lunch periods may be taken at a time other than specified above, but not more than four times a month. Such requests may be denied based on the unit coverage or work necessity. Should the employee's last hour of the day occur during the defined lunch hour range, taking lunch during the last hour of the employee's day would be deemed an "end-of-day lunch" and is permissible 4 times per month when approved by the supervisor.

**SECTION 8.3 - CLEAN UP TIME** - Employees shall not be responsible for cleaning up their work area on their own time.

#### **SECTION 8.4 - TIME/PAY CALCULATION**

- A. Employees shall be paid for their time in active pay status in each pay period. Employees are to be paid based on tenth of an hour increment.
  - 1. If employees are to be docked, they shall be docked at the pay rate in effect at the time of occurrence of the tardiness.

B. **EXTRAORDINARY DEDUCTIONS** - No extraordinary deduction(s) shall be made from an employee's pay without an agreement between the Employer and the employee, except as provided below. An extraordinary deduction is one which requires the employee to repay the Employer because of overpayment received by the employee but does not include dockings that were made in accordance with the Agreement. If no agreement is reached and the amount of the overpayment is \$30 or less, the entire amount, at the discretion of the Employer, may be deducted in a single pay period. If no agreement is reached and the amount of the overpayment is more than \$30, the greater of \$30 or 10% of the amount owed shall be deducted each pay period until the entire amount has been repaid. If the employment of the employee is terminated for any reason before the full amount owed has been repaid, any balance owing shall be deducted from the employee's final pay to the extent possible.

1. An employee may reimburse by cash, check, or money order the full amount of any overpayment owed the Department at any time, receiving a receipt verifying said payment.

C. **EMPLOYEE TIME RECORDS** - No Coordinator will change an employee's time record after it has been approved by the employee without first discussing the matter with the employee. If the issue of the correctness of the time record cannot be resolved by the Coordinator and employee, the Coordinator may change the time record, and shall give a copy of the record before and after the change to the employee. The employee, if still in disagreement with the change, may grieve this issue of the correctness of the time record. If the employee is not available for discussion of the issue, the Coordinator may change the record, and shall leave a copy of the changed record with a notation of the change.

**SECTION 8.5 - DISTRIBUTION OF OVERTIME** - Overtime shall be distributed as evenly as possible among employees who are qualified; and know how to perform the necessary work;

A. A rotating seniority list shall be established by job classification for each Division stating each employee's name and seniority date.

The Union shall be furnished with two (2) copies of each division's Rotating Seniority List.

B. Overtime shall be offered based on the Rotating Seniority List, first by classification within the unit, then by classification within the Division, and, lastly by classification Agency-wide.

C. The LCJFS director shall determine what constitutes an incident (block) of overtime except that no such incident will normally exceed one calendar week. Employees wishing to work overtime must be willing to work the entire block or incident of overtime, as offered.

1. When it is an employee's turn to be offered overtime, and he refuses such offer, he shall not be offered overtime again until it becomes his next turn.
2. Permanent employees within the group being offered overtime (i.e., unit, division, agency-wide) will be offered overtime before such offerings are made to initial probationary employees.

- D. Any employee may refuse to work overtime, except when it has been determined necessary by the Employer and an insufficient number of employees willing to work overtime exists, after the application of the procedure outlined in "C" above, then the sufficient number of employees necessary to perform the required work will be scheduled to work, based on inverse seniority.
- E. To ensure proper application of this section, the Union shall be provided with a separate list of all employees who have worked overtime during each pay period.
- F. Overtime shall not be offered to employees outside the bargaining unit unless such work is normally performed by persons outside the bargaining unit.
- G. If an employee continues to work past eight (8) hours a day with the Coordinator's approval because of an emergency, he shall be eligible for overtime compensation, as defined in Section 8.6 below.
  - 1. This time worked shall not be considered as part of the rotating seniority list for purposes of equal distribution of overtime.

**SECTION 8.6 - OVERTIME PAY** - An employee who is required to work more than forty (40) hours in any given work week shall be paid time and one-half (1 ½) for any time worked beyond the forty (40) hours. A forty (40) hour work week shall consist of time actually worked, paid sick leave, paid funeral leave, or any other time in active paid status time. However, if an employee has used forty (40) hours of undocumented sick leave in a calendar year, then from that point forward undocumented sick leave usage will not be counted as active pay status in the forty (40) hour work week for overtime purposes.

- A. Overtime will be paid at the rate of one and one-half (1.5) the employee's hourly rate of pay, including longevity and other pay supplements. The employee may choose to receive compensatory time at time and one-half, in lieu of pay, except when the overtime is based on a specific earmarked funding with time limitations, the employee may be required to take pay in lieu of compensatory time.
- B. The Employer or its' representative cannot order an employee to work less than the regularly scheduled work period or manipulate a schedule of an employee in order to deny overtime.
- C. Annual leave, personal time, and compensatory time may not be approved for use during an incident of overtime accepted by an employee unless [1] such request was approved prior to the announcement of overtime, or [2] is approved by the Deputy Director.

**SECTION 8.7 - CALL BACK PAY** - Any employee, who is called back to work beyond his regular work schedule and reports, shall be paid a minimum of four (4) hours at his current rate.

- A. Call back shall be offered on a rotating basis.
  - 1. If there is an emergency wherein it is clearly impossible to utilize the rotating seniority list, (e.g., a natural disaster), the Employer may order to work any

employee who can be reached. For those employees who are called to work under this Section, the issue of when to return to a normal work schedule will be fairly dealt with on an individual basis.

**SECTION 8.8 - TEMPORARY PERFORMANCE OF ADDITIONAL DUTIES** - If an employee is required to temporarily perform duties, in addition to his regular duties, then the employee may be authorized to work overtime, up to the number of hours required by the Employer, to perform these regular duties.

**SECTION 8.9 - DENIAL OF OVERTIME** - If an employee is denied overtime in violation of this Article, the employee shall be made whole by being given the opportunity to work the next available overtime equal to the hours lost. If said opportunity is not available to the employee within six (6) months, then the employee shall be made whole, provided said employee does not refuse the opportunity for overtime. In the event that the proper procedure is not followed, and an employee otherwise available to work the overtime is not offered said overtime, then the employee shall be made whole at the conclusion of six (6) months after the occurrence.

**SECTION 8.10 - PAYMENT TO PART-TIME/INTERMITTENT EMPLOYEES** - Part-time and intermittent employees are to be paid for work performed during the payroll period as if they were regular employees.

**SECTION 8.11 - ON CALL WORK** – All employees covered by this agreement shall be considered on-call when providing after-hours service for the agency.

- A. On call employees shall be placed in a required on-call after-hours rotation. The rotation shall be for one full week at a time or as designated by Management.
- B. For holidays or unexpected building closures, the on-call worker shall assume phone coverage and/or physical responses, as approved by the Coordinator, during regular business hours, as well as after hours.
- C. Pay for required on-call after hours overtime shall be awarded as follows:
  - 1. On Call PayA three percent (3%) hourly supplement shall be awarded to all employees for the assignment of on-call responsibilities to their positions.
- 2. Call Back Pay (Article 8.7)

Should a response be necessary that requires the employee to leave his/her home and physically respond on location after hours, that employee shall receive four (4) hours of call-back pay as outlined in Article 8.7 at time and a half (1.5) overtime, subject to limitations that apply under Article 8.6(C). If sick leave was taken during the on-call week, then the call-back pay shall be paid at straight time until forty (40) hours of regular time has been reached.

3. In the event that on-call after-hours overtime is no longer a responsibility of the position, it is understood by the parties that said supplement would cease.

## ARTICLE 9

### JOB DUTIES AND WORK RULES

**SECTION 9.1 - TEMPORARY ASSIGNMENTS** – When determined by Management, a temporary assignment may be filled by the highest priority available:

- A. From within the Unit
- B. Posting
- C. Reassignment of an employee from within the same classification based on inverse seniority. If management determines it is not feasible to reassign the least senior employee, management will notify the union of the employee who will be reassigned and how the determination was made.
- D. Temporary outside hire

**SECTION 9.2 - TEMPORARY WORKING LEVEL (TWL)** - Any employee temporarily assigned to perform the duties of a position with an assigned pay range higher than his current classification will be placed in a step in the pay range assigned to the higher classification that would provide him with at least a five percent (5%) increase in step rate. He shall be paid at this higher rate of pay from the first day he performs such duties, provided such duties have been approved by the Director or his designee, in writing. The Director or his designee, upon receiving a request for TWL shall either deny or approve such request within five (5) working days, provided such request is accompanied by appropriate documentation of need (e.g. medical).

- A. Appointment to fill temporary vacancies shall be made from within the unit unless otherwise determined by the Deputy Director. Selection to fill temporary vacancies shall be made by seniority and acceptable performance. For the purpose of this section, acceptable performance shall be defined as the absence of active discipline in the Personnel file and the absence of a current evaluation characterized overall as being below requirements or unsatisfactory. No employee shall be considered for a TWL unless he meets the following criteria:
  1. The Employee is not in probationary period.
  2. The Employee meets minimum qualifications.
  3. The Employee is able to assume the duties with minimal training defined as training that can be accomplished in thirty or less workdays (or the equivalent of 240 work hours).
  4. In the case of a TWL into a position in the Eligibility Specialist classification, the employee must have completed the entire training class except that no employee

shall be denied on the basis of this third criteria if he has been in the unit offering the TWL for at least one year and the training class has not been offered during that time.

- a. Employees serving TWL'S projected to last longer than 45 days shall be evaluated at the end of thirty (30) days to ascertain whether or not performance in the higher class "Meets Requirements". If performance does not "Meet Requirements", the TWL will be ended.
- B. An employee shall be eligible for a second temporary working level (TWL) appointment outside of his unit if he has not served the full allowable period (6 Months on his first TWL appointment within the previous twelve (12) months.
- C. An employee, having served in a TWL assignment within the last six (6) months, may be eligible for additional TWL assignments within his unit, if determined as feasible by the Deputy Director.

**SECTION 9.3 - JOB DUTIES** - No person shall be appointed or employed under any title not appropriate to the duties to be performed, and no employee shall be assigned to perform duties other than those properly belonging to the classification to which he has been appointed, except as otherwise provided in Section 10.1 of this Agreement.

- A. No person shall perform duties that are below his classification on regular basis.

**SECTION 9.4 - BARGAINING UNIT WORK** - No non-bargaining unit employee shall do the work normally performed by bargaining unit employees on a regular basis.

**SECTION 9.5 - EMPLOYEE OR SPECIAL CASES** - When employees, their parents, or children are known to be applicants and/or recipients of either public assistance or social services, then their cases shall be processed by the Deputy Director, or a staff member designated by the Deputy Director. The Job & Family Services director may also order that this procedure be used in other special cases.

**SECTION 9.6 - WORK RULES** - The Employer has the right to establish work rules. Such rules shall be reasonable, consistent, and necessary. Whenever possible, work rules shall be posted for ten (10) working days before implementation. Employees shall be provided an electronic notice of changes in work rules related to their work. Not every work rule can be reduced to writing. Rules of common sense and proper management are always in effect.

**SECTION 9.7 - EQUITABLE AND COURTEOUS TREATMENT** - Every Agency employee is entitled to equitable and courteous treatment by every other Agency employee. The use of language which would be commonly accepted as insulting, degrading, or intimidating, and/or any other forms of harassment will not be permitted in working situations. Any Agency employee found guilty of violating this Section shall be subject to disciplinary action. This section is grievable up to the County Commissioners' level. This section may not be grieved to binding arbitration.

**SECTION 9.8 - ACCESS TO TELEPHONES** - Each employee who normally uses a telephone in the course of his Agency duties, shall be provided with a telephone, and shall not be required to share such telephone with other employees whose job duties also normally require the use of a telephone.

**SECTION 9.9 - ADEQUATE WORK AREA** - Each employee who is assigned to a desk shall have an area, surrounding the desk, adequate to insure an atmosphere and conditions conducive to the efficient performance of his work duties. This section is grievable up to the County Commissioners' level. This section may not be grieved to binding arbitration.

**SECTION 9.10 - ADEQUATE STAFFING AND EQUITABLE WORKLOADS** - Adequate staff shall be maintained to perform the work required by the Employer, insofar as possible. The Employer agrees to initiate a process to accomplish reasonable equity whenever inequities have developed. In Client Services, the Deputy Director or his designee will continue to monitor caseload size. In the event of a problem concerning workload size or equity, Management and Union agree to meet and discuss the problem. The process for accomplishing reasonable equity shall begin through the Divisional Labor/Management meeting process. This section is grievable up to the County Commissioners' level. This section may not be grieved to binding arbitration.

**SECTION 9.11 - STANDARD WORKLOADS** - Standard workloads for all positions in the bargaining unit shall be determined by the Employer in consultation with the Union. This section is grievable up to the County Commissioners' level. This section may not be grieved to binding arbitration.

**SECTION 9.12 - WORK PROVISIONS** - Adequate supplies, equipment, and tools to perform normal duties shall be provided at all times. This section is grievable up to the County Commissioners' level. This section may not be grieved to binding arbitration.

**SECTION 9.13 - DUTIES OF A PERSONAL NATURE** - No Agency employee shall be required to perform duties of a personal nature for any other Agency employee, and there shall be no retaliation against any employee because of a refusal to perform such duties.

**SECTION 9.14 - CLIENT TRANSPORTATION** - No employee shall be required to use his vehicle for client transportation.

**SECTION 9.15 - JOB DUTY INSTRUCTIONS AND THE CHAIN OF COMMAND** - An employee shall ordinarily receive his job duty instructions from his Coordinator and shall meet with his Coordinator upon request for instructions. Discussion of job performance and/or for counseling shall take place with the Coordinator. If an employee receives oral instructions which he believes to be in error or insufficiently clear to enable him to perform his duties adequately, he shall discuss the matter with his Coordinator. If after such discussion, he still feels that there is not sufficient clarification of what is expected of him, he may request the order in writing. While waiting for the written order, he shall comply to the best of his ability.

- A. Written policy statements and other communications from the Job & Family Services Director and his administrative staff, deputy directors and managers to all persons on matters normally under their respective jurisdictions shall be deemed to be through the normal chain of command.

**SECTION 9.16 - EMPLOYEE REVIEW OF PERSONNEL FILE** - An employee may review his personnel file upon request, at a time mutually convenient to both the Employer and employee. Such review will take place in the Human Resources Department. No materials may be removed from or placed into the file without the Job & Family Service Director's consent.

**SECTION 9.17 - REMOVAL FROM WORKSTATION** - If the Employer determines that it is advisable to remove an employee from his normal workstation, the Employer shall, prior to such move and when feasible, meet and discuss such move with the union. This section is grievable up to the County Commissioners' level. This section may not be grieved to binding arbitration.

**SECTION 9.18 - ETHICAL STANDARDS** – The parties agree that the bargaining unit members will follow Standard Procedure 6003, as may be amended from time to time.

No employee selection or job assignment shall be made or approved which will result in the supervision of any employee by an “immediate family member” as defined in Chapter 123: 1-47 of the Ohio Administrative code.

**PENALTY FOR VIOLATION:** An employee, who is found to have violated this prohibition, shall be subject to disciplinary action. Depending upon the seriousness of the offense and circumstances surrounding it, the LCDJFS Director may impose any one of the following:

1. A written warning;
2. A written reprimand;
3. A suspension (without pay and/or benefits);
4. A reduction (demotion in pay and/or classification);
5. Removal (termination of employment).

The Director may also make a referral to the Lucas County Prosecutor for further legal action (civil and/or criminal) where the circumstances warrant.

## **ARTICLE 10**

### **ASSIGNMENT OF DUTIES AND CLASSIFICATION**

**SECTION 10.1 - ASSIGNMENT OF DUTIES** - The assignment of duties to a position is the prerogative of management; any changes in assigned duties must be approved by the Job & Family Services Director. Duties are assigned when incorporated into a position description which is signed by the Job & Family Services Director or his designee. New duties will start as approved by the Director of Job & Family Services. An employee who has been reassigned duties shall not be required to perform said duties for more than 60 calendar days without a new position description.

A. Whenever the duties assigned to a position are to be significantly changed or modified, a new position description shall be prepared by the Human Resources Department and shared with the Union prior to implementation. To the extent that the classification might need changed, a new position description shall be prepared by the Human Resources Department.

1. No new types of or higher-level duties shall be assigned to a position, nor shall a minor duty be increased to a major (20% or more) or primary duty, without express written approval of the Job & Family Services Director.
2. No primary job duties stated in the basic position description shall be taken away

if the transfer of such duties would cause the classification of such position to be reduced, unless the position is unencumbered, or the incumbent is grandfathered into the higher classification.

3. The Employer shall not assign to an existing encumbered position additional or special duties of such a nature that the classification might be changed unless such addition or change is the result of natural job progression, changes in technology, or a result of reorganization. Natural job progression is defined as the assumption of additional duties of a type found in the incumbent's class specifications or next higher class specification which changes the duties in the position description by less than 40% and is the result of new methods, increased work volume in the unit, or such other reason as may be determined necessary by the Job & Family Services Director.
- B. The Job & Family Services Director shall establish such policies and procedures as are necessary to expeditiously implement these requirements.

## **SECTION 10.2 - REVIEW OF POSITION DESCRIPTIONS**

- A. All employees shall be provided with an accurate description of their job upon request.
- B. **UNION REVIEW PROCESS** - The classification of positions within the Lucas County JFS, the duties assigned to those positions, and the method used for classification are vested with Management. When a new job classification is established or an existing one is substantially changed, the HR Department will submit the description in writing to the Union at least 15 days prior to implementation of those changes and meet with the union to discuss said changes if requested by the Union. If there is no response from the Union within 15 days, the Employer may implement its proposed classification assignment, and the Union may grieve this decision starting at the County Commissioners level as to the reasonableness of the position description. Whenever a new classification/position is created, it shall be posted with the exception of if the classification change is a result of a job audit. Whenever the position held by a bargaining unit employee is reclassified as a result of a job audit, and there is agreement between the Union and Management as to the appropriate classification and pay range, the effective date of the new pay and classification shall be the pay period in which the Director signs the revised position description. Whenever the position held by a bargaining unit employee is reclassified as a result of a grievance decision, the effective date of the new pay and classification shall be the date the grievance was filed.

## **SECTION 10.3 - JOB AUDIT PROCESS**

- A. **PURPOSE** - A job audit may be requested by the Employee, Employer, or the County Personnel Department (CPD). The purpose of a job audit is solely to determine if an employee is working within his assigned classification, and not to resolve disputes regarding rate of pay or pay range assignment. All job audits will be performed by the CPD.

A job audit may not be requested under any of the following conditions:

1. If a previous job audit on the same employee (or classification if a class action job audit) has been completed within twelve (12) months of the request for a new job audit.
2. Newly created positions unless the position description has been in effect for twelve (12) months (the CPD reserves the right to waive this restriction).
3. The position in question is vacant or being filled on a temporary working level basis.
4. The incumbent of the position in question is serving a probationary period, on a leave of absence, or has been disability separated.
5. The incumbent has been notified that his position is subject to displacement status or layoff.

B. **PROCESS** - The employee must first attempt to resolve the issue by meeting with his Coordinator. If resolution cannot be reached, then a written request for a job audit must be submitted to the Director of the CPD, using the required request form.

Upon receipt of the requested form, the CPD will timestamp the request; this date received by the CPD will start the 120-day period during which the job audit must be completed, unless the CPD requests and is granted an extension.

Within five (5) days of receiving the request, the CPD will notify the Chapter Chair that a job audit is underway and will distribute the Job Audit Questionnaires to the employee and his Coordinator.

The employee and his Coordinator have thirty (30) days in which to complete the questionnaire and return it to the CPD. The questionnaires are to be completed independent of each other.

Upon reviewing the completed questionnaires, if the CPD determines that a meeting is necessary to verify information and/or resolve conflicting information, then a Union representative may be permitted to attend as a silent observer.

Based upon all information, the CPD will determine one of the following conclusions:

- No Change-the employee is properly classified.
- Reclassification with Upgrade-the employee is determined to be performing work of a higher classification. Upon reclassification to the appropriate classification, the employee is placed in the step in the pay range of the new classification that is closest to, but not less than, his previous rate of pay.
- Reclassification with No Change in Pay- the employee is determined to be performing work of a different but equal classification. Upon reclassification to the appropriate classification, the employee's rate of pay and pay range assignments

remain the same.

- Reclassification with Downgrade-the employee is determined to be performing work of a lower classification. The employee is reclassified to the appropriate classification, but his rate of pay is “grandfathered”. Upon the position becoming vacant, it is then posted and filled at the appropriate, lower pay range.

The CPD will discuss job audit findings with Management and the Union at a Labor-Management meeting, after which the findings will be presented to the Board of County Commissioners for approval. The employee, Management, and the Union will be notified of the Board’s actions.

C. **EFFECTIVE DATE FOR CHANGES** - Approved changes in classification and/or rate of pay resulting from a job audit will be retroactive to the date on which the CPD received the job audit request unless the job audit was conducted as a result of a grievance, in which case the effective date for any changes will be the date on which the grievance was originally filed.

**SECTION 10.4 - DISPUTES REGARDING CLASSIFICATIONS AND PAY RANGES** - Disputes under this section only are grievable, and such grievances will be subject to Binding Arbitration. The process of Binding Arbitration under this section shall call for a three-member Arbitration Panel. One member selected by the Job & Family Services Director; one member selected by the Union; and a third member to be selected by the other two. In the event the parties cannot mutually agree to the third Arbitrator, the parties will mutually request an Arbitration panel from the Federal Mediation Conciliation Service (FMCS). Fees, if any, of the third Arbitrator shall be split evenly by the parties. The parties recognize that there is no other remedy for resolving these disputes.

**SECTION 10.5 - MINIMUM QUALIFICATIONS FOR CLASSIFICATIONS** - In the absence of existing minimum class qualifications, the Employer may establish reasonable and necessary minimum class qualifications for internal bidding, subject to the rights of the Union to grieve the issue of reasonableness. The Employer shall notify the Union of the minimum qualifications that it proposes to use, and any subsequent changes prior to use.

A. Where it appears that the existing minimum qualifications do not reflect the needs of a particular position, the parties agree that the Employer may make reasonable and necessary modifications to the minimum qualifications as applied to that position, subject to the Union’s right to grieve the “reasonableness” of such changes.

**SECTION 10.6 - LOCAL CLASSIFICATIONS AND PAY RANGES** - The agreements between the Union and the Employer providing for use of local classifications and/or pay ranges shall remain in effect.

**SECTION 10.7 - CLASSIFICATIONS AND PAY RANGES IN USE EFFECTIVE JANUARY 1, 2019:**

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Account Clerk	27
Account Clerk Team Leader	31
Adult Protection Worker	30

Adult Protection Team Leader	31
Application Registration Aide	27
Benefit Verification Specialist	27
Casework Services Team Leader	31
Child Care Specialist	31
Child Care Team Leader	31
Contract Specialist	31
Custodial Worker	26
Economic Support Worker	26
Eligibility Specialist 1	27
Eligibility Specialist 2	28A
Eligibility Specialist 3	29
Employment Services Representative	28A
Fiscal Reports Specialist	29
Investigator	29
Investigations Team Leader	31
Layout Design Artist	28A
Legal Secretary	29
Maintenance Building Technician	29
Network Support Specialist	31
Public Inquiries Assistant 1	27
Public Inquiries Team Leader	31
Purchasing Specialist	30
QA Monitoring Specialist	30
Records Management Specialist	26
Secretary 1	26
Social Services Case Manager	28A
Support Services Specialist	27
Support Services Worker	26

And other classification, specification, and/or pay ranges as determined by the Job & Family Services Director.

#### **SECTION 10.8 - CLASSIFICATIONS NOT IN USE EFFECTIVE JANUARY 1, 2019**

Account Clerk 3
Casework Aide
Child Care Support Worker
Clerk 2
Computer Operator Specialist
Custodial Lead Worker
Custodial Team Leader
Customer Service Specialist
Data Entry Operator 2
Eligibility Referral Specialist 2
Employment Assessment Counselor
Employment Services Interviewer
Fiscal Assistant (Senior Account Clerk)

Investigations Assistant  
Office Assistant  
PRC Worker  
Print Machine Operator 2  
Purchasing Clerk  
Referral Specialist  
Secretary 2  
Service/Contract Coordinator  
Social Services Aide 3  
SSI Worker  
Statistician 2  
Telephone System Administrator

## **ARTICLE 11**

### **JOB ABOLISHMENT AND LAYOFF**

**SECTION 11.1 - CONTROLLING LAYOFF LANGUAGE** - Per the Batavia court case, the parties agree that this is the only layoff procedure that pertains to employees covered by this collective bargaining agreement.

**SECTION 11.2 - AUTHORITY FOR LAYOFF** - There are three (3) bases for an abolishment or layoffs: lack of work, lack of funds, or reorganization.

**SECTION 11.3 - ORDER OF LAYOFF** - Within the department, the order of layoff shall be temporary, intermittent, seasonal, part-time, and full-time, within the affected classification.

**SECTION 11.4 - DEFINITIONS** - Seniority for this Article shall be defined as bargaining unit seniority.

A bargaining unit employee is considered “displaced” when his/her position has been abolished and he/she chooses to exercise his/her rights to bump another bargaining unit employee OR the employee’s position has not been abolished but he/she is bumped from his/her position by another bargaining unit employee, and he/she then chooses to exercise his/her rights to bump of his/her own. A “displaced” employee remains employed by bumping into another position and does not separate employment.

A bargaining unit employee is considered “laid off” when his/her position has been abolished and he/she either doesn’t have bumping rights or chooses not to exercise any such rights, as well as if he/she has been bumped from his/her former position by another bargaining unit employee and either doesn’t have any bumping rights or chooses not to exercise any such rights. A “laid off” employee is separated from employment.

**SECTION 11.5 - UNION NOTICE** - The Union shall be notified thirty (30) days in advance of an impending layoff. The Employer and the Union shall discuss matters related to the layoff.

**SECTION 11.6 - LAYOFF NOTICES AND LISTS** - The Employer shall post a list of all employees whose positions have been abolished at least five (5) calendar days before employee notices are sent out. Such list shall include the employee’s name, classification, bargaining unit seniority and reason for

layoff. Such list shall remain posted until the recall list is established.

In the notice to the individual employees, the following information must be included:

- A. Reason for layoff or displacement.
- B. The employee's bargaining unit seniority.
- C. A statement advising the employee of his or her right to displace another employee and the length of time within which the employee may displace (bump) another employee. Each employee will be provided three calendar days to exercise his or her right to bump.
- D. A statement advising the employee of his or her rights to reinstate or re-employment, if the employee does not have any bumping options or elects layoff in lieu of bumping.

It must be stressed that all four points must be detailed in the letter of notification. If even one is not included, the layoff is defective. Grievances under this Article will be submitted to the Board of County Commissioners.

At the conclusion of the layoff and any subsequent bumping, the Employer will provide to the Union a recall list of all those employees who were laid off and/or who displaced into an equal or lesser position through the bumping procedure, including the effective date of the layoff/displacement, the position laid off/displaced from, and the reinstatement period.

**SECTION 11.7 - BUMPING PROCEDURE** - An employee designated for layoff shall have the right to displace ("bump") another employee, or he/she may elect layoff in lieu of displacing another employee. The bumping procedure is as follows:

- A. An employee designated for layoff may bump a less senior employee in his/her same classification with the least bargaining unit seniority, as long as conditions 1, 2, and 3 of D below are met.
- B. An employee designated for layoff may bump a less senior employee with the least bargaining unit seniority in a classification in his/her same pay range as long as conditions 1, 2, and 3 of D below are met.
- C. An employee designated for layoff may bump a less senior employee with the least bargaining unit seniority in a classification in a lower pay range as long as conditions 1, 2, and 3 of D below are met.
- D. An employee can move back to a position which he held within the last 3 years if the following conditions are met:
  1. The position is to be filled despite the layoff.
  2. The individual meets the current minimum qualifications for the specific position.
  3. The employee can immediately assume the position with minimal training. Minimal training is defined as training that can be accomplished in thirty (30) or

less workdays (or the equivalent of 240 work hours) to the satisfaction of management. Disqualifications due to dissatisfaction by management with minimal training can be grieved directly to step three (3) of the grievance procedure. It cannot be appealed to arbitration nor to any outside administrative policy or court of appropriate jurisdiction.

4. The employee bumping backward to a previous position must have more bargaining unit seniority than the person being bumped.
5. Employees who voluntarily took a demotion within the last 18 months can exercise their rights under this proposal. Involuntary demotions are excluded from this proposal.

E. Non-bargaining unit employees cannot bump into the bargaining unit.

F. Employees disqualified under 3 of D in Section 7 will go back on the layoff list. An employee disqualified under this section shall have the right to displace another employee following the bumping procedure; however, he/she shall be restricted from displacing an employee from the same classification from which he/she was found unsatisfactory.

G. The bumping procedure shall be repeated until all employees who have received a notice either don't have any bumping options and are forced into layoff, or elect layoff, in lieu of displacing another employee. Once it has been determined who the laid off employees will be, and what positions the displaced employees will accept, the Employer will send out a notice to all affected employees, that will make all moves and layoffs effective on the same date, which will provide at least fourteen (14) calendar days' notice.

## **SECTION 11.8 - REINSTATEMENT RIGHTS:**

Employees who are laid off retain reinstatement rights for two years.

When an employee is laid off, the employee is automatically placed on the recall list for the position from he or she was laid off from and shall declare those additional positions for which recall will be accepted, provided that 1, 2, and 3 of D in Section 7 are met. Employees qualified for openings shall be recalled according to seniority based on the recall list they submit prior to layoff, beginning with the most senior qualified laid off employee. No person on the recall list may be recalled to a position in a classification higher than the one he or she was laid off from.

When an employee is displaced from his/her position, and accepts another position, the employee shall only be recalled to his/her former position, but may as a current employee, bid on any other positions as posted internally.

If a recall list exists, the parties to this collective bargaining agreement may not hire, promote, or transfer in the classification or classification series of layoff until all persons on the recall list are either reinstated or decline reinstatement in writing. Neither may they hire anyone to the temporary, seasonal, part-time, or intermittent position in the classification series of layoff until all laid off and displaced employees have been offered a position or declined reinstatement in writing. Additionally, the parties agree that laid off employees shall not have bidding rights to posted promotional opportunities at the

same time as current employees; however, if a position becomes available that is not filled internally through the bidding process, and to which there is not a laid off employee eligible for recall to the position, then prior to external recruitment, the Employer shall utilize the recall list and offer the available position to qualified laid off employees, in order of bargaining unit seniority.

Laid off employees who are reinstated are not required to serve a probationary period unless they were in the probationary status when they were laid off.

Laid off employees who are reinstated will be placed at the range and step of the recalled position, which is closest to, but not exceeding, their former rate of pay. In the event an employee is recalled to a range and step that he or she was previously assigned that is other than the maximum step, the employee shall be credited with their prior service in that step in the calculation towards the next step increase.

If a laid off employee has been reinstated within thirty days of the date of layoff, it shall be considered that there has been no break in service.

**SECTION 11.9 - REMOVAL FROM RECALL LISTS** - If a laid off employee is offered reinstatement to the same classification from which he or she was laid off, that employee is removed from the recall list by either accepting or rejecting the reinstatement offer. There are two exceptions to this: if the employee is offered a different type of employment (intermittent, part-time, seasonal, full-time, temporary) than that which they were serving, they may reject the reappointment and still remain on the recall list. This is also true in the case of hardships; an employee may decline an appointment, and still remain on the recall list, i.e., eligible for reappointment.

A laid off employee who declines reinstatement at a lower classification than that previously held may also remain on the recall list. A laid off employee who accepts an appointment to another public agency is taken off the recall list.

**SECTION 11.10 - ADJUSTED SENIORITY** - Laid off employees who are reinstated in accordance with these provisions shall retain all previously accumulated seniority but shall not earn seniority during the time period separated.

**SECTION 11.11 - LAYOFF DURING LEAVE** - If an employee is laid off during sick leave, vacation leave, maternity leave, disability leave, military leave, FMLA or any other leave of absence, they are considered the same as any other employee, except that an employee on sick leave or on FMLA at the time of layoff shall be continued on sick leave or on FMLA and the effective date of the layoff shall not be until it is exhausted or the employee is able to return to work, whichever occurs first.

**SECTION 11.12 - LAYOFF IN LIEU OF DISPLACEMENT** - An employee who has been designated for layoff may accept layoff rather than exercise his displacement rights. The exercise of such option shall not cause the Employer to prejudice the employee's rights to unemployment benefits or recall.

## ARTICLE 12

### EMPLOYEE PERFORMANCE AND EVALUATIONS

**SECTION 12.1 - PERFORMANCE STANDARDS** - The Employer and the Union agree that performance standards are an essential part of an evaluation process. Such standards shall include both quantitative and qualitative factors and shall be established by the immediate Coordinator, subject to administrative approval, and shall be consistent with such standards for other employees performing similar program and/or job duties.

- A. All employees, when appointed or transferred or when duties change, shall be informed of the requirements of their jobs based upon a current description of the duties of the job and the factors used for evaluation.

**SECTION 12.2 - EMPLOYEE PERFORMANCE REVIEW** - Employees shall be evaluated according to procedures and performance dimensions set forth in the EMPLOYEE PERFORMANCE REVIEW (EPR) GUIDE. Except as relating to non-bargaining unit employees, any changes in the EPR Guide must be preceded by consultation with the union. At the request of the union or the Employer, the EPR Guide may be periodically reviewed jointly by the parties. Such review may not be required more than every two years, except that the union or the Employer may request a joint review after the first year of implementation.

The Employer agrees to maintain the current EPR Guide. In the event that a new guide is developed, a Labor Management meeting will take place prior to implementation. Management has the right to implement a new guide and recognizes that the union may grieve the reasonableness of the guide.

All employees will be evaluated at least once annually, approximately thirty (30) days prior to the anniversary date.

Both the employee and the Coordinator shall participate in the evaluations. The employee shall be given an opportunity to examine all evaluations and discuss the evaluation with his/her Coordinator and to sign the evaluation form to indicate that he/she has done so although his/her signature on the form does not necessarily indicate his/her agreement with the evaluation. In the event an employee refuses to sign an evaluation form, the Coordinator shall sign as a witness to the employee's refusal to sign the form. Any additional comments, statements, or objections by the employee to the evaluation may be submitted on an attached memorandum, and the presence of such attachment must be noted on the evaluation form itself by the employee and become a permanent part of the employee's record. The employee shall receive a copy of the evaluation at the time of the evaluation, and it shall be placed in the employee's personnel file. Once an employee has signed the evaluation form, Management shall not make any further changes, unless mutually agreed upon by both parties.

**SECTION 12.3 - THE BASIS OF RATINGS** - The EPR Guide and other factors upon which ratings are based and interpreted shall be made available to employees prior to rating.

- A. All employees will be presumed as meriting "Meets Requirements" ratings except as where otherwise documented.

**SECTION 12.4 - UNSATISFACTORY OR BELOW REQUIREMENTS RATINGS** - Written notice,

given as soon as the employee's performances falls below acceptable standards, must precede the giving of an "Unsatisfactory" or "Below Requirements" rating. Such notice must specify the area (s) in which the employee's performance is unsatisfactory or below requirements and shall establish reasonable goals and deadlines for improvement which can be met prior to the next evaluation due date, where feasible.

- A. An employee progress report shall be completed and shared semi-annually with each employee (along with the attendance review) to facilitate this notice requirement.
- B. In the event that notice is not given where it would have been feasible, the remedy is special evaluation to replace the original evaluation. (See Article 12, Section 12.7)

**SECTION 12.5 - EFFECT OF RATINGS ON BID RIGHTS** - An employee whose last overall annual rating was "Unsatisfactory" or "Below Requirements" shall not be eligible to bid except on demotions. An employee who has been found as "Unsatisfactory" or "Below Requirements" during a probationary period shall not be eligible to bid on further positions with the same function for one year.

**SECTION 12.6 - APPEAL OF EVALUATION** - An evaluation may be grieved only after the evaluation has been presented to and signed by the employee, and an administrative appeal to the Division Director has been completed. No appeal will be honored unless the employee signs the evaluation. The employee must file an appeal with the Division Director within three (3) working days of the employee signing the evaluation. Such appeal shall be in writing and must state the employee's specific areas of objection with the rating of each dimension in the evaluation given by his supervisor. The Division Director shall then schedule an appeal conference. The employee has the right to Union representation at said conference. The Division Director shall then notify the employee in writing of his decision and shall forward the evaluation along with his decision to Human Resources. If the employee is still dissatisfied, he may then initiate the grievance process within five days of the receipt by the employee of the Division Director's response to the employee's administrative appeal and will be addressed to the Job & Family Services Director. Any such administrative appeal or grievance must be based on either (1) a failure to follow the evaluation process, as prescribed in the EPR Guide and this article, and/or (2) an unfair characterization of the employee's job performance and rating.

- A. An employee may choose to have union representation as early as the administrative appeal to the Division Director.
- B. If it is found upon appeal or grievance that the rater failed to give notice of "Unsatisfactory" or "Below Requirements" performance, or there was any other failure to follow procedure which was detrimental to the employee's performance or rating, then the remedy shall be a special evaluation which complies with all requirements to replace the original evaluation. (See Article 12, Section 12.7)
- C. It is agreed by the parties that no appeals or grievances shall be based on failure to continue a rating or range received under the previous evaluation system, except as it relates to the notice requirement in "B" above.
- D. If an employee feels that his performance merits a higher rating than "Meets Requirements" and higher than the supervisor has rated him, then he shall bear the burden of proof of such issue in an appeal or grievance proceeding.

**SECTION 12.7 - SPECIAL EVALUATIONS** - Special evaluations will be used to follow-up after an employee receives an overall rating of "Below Requirements", or as ordered by the Director of Job & Family Services, or as the result of an appeal, as provided for in 12.4 (B) and 12.6 (B), above. When ordered by the Director, the Director will provide the employee with a written statement indicating the purpose of such special evaluation. If the appealing employee is no longer working in the same capacity as when he appealed the evaluation, the special evaluation will be used to evaluate work done for a specified future period of time.

**SECTION 12.8 - USE OF EMPLOYEE PERFORMANCE REVIEWS IN THE SELECTION PROCESS** – Employee performance review ratings will be utilized in the internal selection process on the following basis: evaluations received within the last twenty-four months will be considered, with the most recent annual evaluation generally having the greater weight where the overall ratings vary. If the most recent evaluation is not completed prior to the expiration of the job posting, then the last two (2) most current evaluations will be used.

## ARTICLE 13

### GRIEVANCE PROCEDURE

**SECTION 13.1** - Subject to Section 13.2, no grievance will be accepted until the employee has attempted to resolve the problem with/through his Coordinator. It is the responsibility of the employee to provide documentation that said meeting with the Coordinator has occurred. This documentation shall be made available upon request.

- A. The right to file a grievance is reserved to those employees who have completed their initial probationary period.

**SECTION 13.2 - PROCEDURE FOR GRIEVANCE RESOLUTION** - Grievances shall be prepared and presented within five (5) working days of the occurrence of the alleged infraction or within five (5) working days of the employee's or the Union's knowledge of the alleged infraction.

- A. Grievance Steps: Upon the determination that a grievance exists, the steps toward resolution shall be as follows. The grievance may be submitted at Steps 1-4 to the level of Management which gave rise to the grievance, or as otherwise mutually agreed upon by the parties.

Step 1: A written grievance will be submitted to the employee's Administrative Coordinator/Supervisor, who shall prepare and return his written answer within five (5) working days.

Step 2: If the grievance is not resolved at Step 1, it will be presented to the appropriate Manager with the Administrative Coordinator's written response and the written reason the response was unsatisfactory within five (5) working days. The employee's Administrative Coordinator will receive a copy of the written reason why the response was unsatisfactory.

Step 3: If the grievance is not resolved by the Manager within the specified time, it will be presented to the Deputy Director with the Manager's written answer and the written

reason that the response was unsatisfactory within five (5) working days. The employee's Manager will receive a copy of the written reason why the response was unsatisfactory.

Step 4: If the grievance is not resolved by the Deputy Director within the specified time, it will be presented to the Job & Family Services Director with the Deputy Director's written answer and the written reason that the response was unsatisfactory within five (5) working days. The employee's Deputy Director will receive a copy of the written reason why the response was unsatisfactory. The Job & Family Service Division Director will return his written answer to the grievance within five (5) working days.

1. The parties may utilize grievance mediation with mutual agreement after Step 4 of the grievance procedure is completed. The parties agree to use the services of the Federal Mediation Conciliation Services (FMCS), the State Employee Relations Board (SERB), or other mutually agreed upon mediation services. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to the next step.

Step 5: If the grievance is not resolved through the above procedure, it may be submitted to the Board of County Commissioners within five (5) working days after the Step 4 answer. The Human Resources Department must also receive a copy. The documents must include the written responses from each step of the procedure and the written reason from the Union as to why the responses were unsatisfactory. A hearing with the Board of County Commissioners will be held monthly. All grievances that cannot be worked out between Labor and Management will be heard. The deadline is the third Friday of the previous month. Requests submitted after the deadline shall be honored at the next scheduled hearing. The County Commissioners will attempt to render a written decision within seven (7) working days of a hearing.

B. Grievances that affect more than (1)

1. CLASSIFICATION shall be presented at Step 2 of this procedure.
2. DIVISION shall be presented at Step 3 of this procedure.

C. In the event the Step 1 or Step 2 of this procedure fails to respond within the specified time, the grievance will automatically move to the next step.

D. Time limits may be waived by mutual agreement.

E. A meeting will be held at any step of the grievance procedure, upon the request of either party.

- F. A copy of all grievances filed will be submitted to the Employee Relations Manager.
- G. Six (6) copies of the grievance answer will be submitted to the union from each responding step of this procedure.
- H. Nothing contained in this Article prohibits the Job & Family Service Director and/or the Deputy Directors from designating a grievance hearing officer from their administrative personnel to hear, recommended and/or implement a resolution to the grievance.

**SECTION 13.3 - BINDING ARBITRATION** - Except for those sections specifically excluded, grievances properly filed under this contract shall be submitted to binding arbitration, at the request of either party.

- A. If the parties cannot agree on an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) Arbitrators.
  - 1. Alternately, one (1) name shall be struck from the list until one (1) name remains and that person shall be the Arbitrator.
  - 2. The right to strike the first name shall be determined by lot.
- B. The fees and expenses of arbitrator shall be shared equally between the two (2) parties.
  - 1. Agency employees, called as witnesses by either party, shall receive their regular rates of pay from the Agency while attending such hearing.
  - 2. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.
- C. The Arbitrator shall schedule a hearing date as promptly as possible. The decision of the Arbitrator shall conform with applicable law(s) and shall be binding upon both parties.
  - 1. The arbitrator shall not be empowered to rule contrary to, amend, add to, or eliminate any of the provisions of this agreement. The Arbitrator's decision shall not conflict with the legal duties of the County Commissioners.

## **ARTICLE 14**

### **DISCIPLINE**

**SECTION 14.1 - REASONS FOR DISCIPLINE** - An employee may be disciplined only for reasons of incompetency, inefficiency, dishonesty, alcohol or drug abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of civil service rules, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office. The burden of proof of any alleged offense rests with the Employer.

**SECTION 14.2 - TYPES AND EXTENT OF DISCIPLINE** - Disciplinary action can include the following: written reprimand, suspension, reduction, or removal. At no time shall the employer use other

methods of discipline. The parties recognize that certain offenses are serious enough to require the skipping of one or more disciplinary steps. Examples of such summary offenses are acts of physical violence, dishonesty, and breaches of confidentiality, confidential cases, and conflicts of interest.

- A. The purpose of discipline is constructive and shall be applied progressively. Thus, discipline will, except under unusual circumstances, begin with a reprimand. The written reprimand will be given to the employee with a copy to the union. The employee may request an informal meeting with the Human Resources Director or designee and the Chapter Chairperson or designee after the issuance of written reprimand. Such meeting shall be held within five days of receipt of the reprimand by the employee or the meeting is waived. If the employee's behavior is still not acceptable, discipline may progress to suspension, reduction, or removal. Reduction and removal will, except under unusual circumstances, not be imposed if the employee's record does not contain one or more reprimands or suspensions. All timelines can be extended by mutual agreement.
- B. When the alleged cause for discipline is so serious that it is necessary that the employee immediately cease work and leave the Employer's premises, the Job & Family Services Director will offer the employee an opportunity for a Disciplinary Meeting which, if requested by the employee, will be scheduled within three (3) working days.
  - 1. The employee will, when possible, be offered an opportunity to meet with his Union representative before he is required to leave the Employer's premises. When not possible, the Union will be notified of the order to leave the Employer's premises as quickly as possible.
  - 2. If an employee ordered to leave the premises is later found to be not guilty of the charges, there shall be no loss of benefits for the time the employee was ordered to be away from work.
- C. Disciplinary action must be timely and based upon facts relevant to the current charge (s).
- D. An employee cannot be disciplined twice for the same specific incident.

**SECTION 14.3 - DISCIPLINARY MEETING** - Whenever the Employer determines that an employee may be disciplined in the form of suspension or termination, the Employer shall issue an Intent to Discipline notifying the employee and union of the charges. Within five days of the Human Resources Department submission of the Intent to Discipline, the Union and Human Resources shall have informal discussion as to the charges. If the matter is not mutually agreed upon, the Union has five days to request a disciplinary meeting.

The requested meeting shall serve as the disciplinary meeting. The meeting shall serve to allow the affected employee and the Union to present its side of the issue(s) before any recommendations are sent forward regarding any potential discipline. All timelines can be extended by mutual agreement.

- If the disciplinary action being considered is a suspension of ten (10) days or less, the pre-disciplinary meeting will be before the Director or designee. The meeting shall serve to allow the affected employee and the Union to present its side of the issue(s) before any recommendations regarding any potential discipline are sent forward by the Director or designee to the County

Administrator, who will impose disciplinary action, if any.

- If the disciplinary action being considered is a suspension of greater than ten (10) days, a demotion, or removal, then the pre-disciplinary meeting will be held before a panel that includes the County Administrator, Deputy County Administrator and Agency Director. Again, the meeting shall serve to allow the affected employee and the Union to present its side of the issue(s). This panel then determines what, if any, disciplinary action will be imposed.

**SECTION 14.4 - PROCEDURES FOR DISCIPLINARY MEETING** – The Chapter Chairman and his designee, and the Staff Representative of the Union, or his designee, and a representative of the Human Resources Department, shall have the right to review all available documentary evidence three (3) working days in advance of the meeting.

- A. Written reprimands shall cease to have force and effect twelve (12) months from the date of issuance and shall be considered inactive provided that there has not been any intervening discipline. Records of suspension and reduction shall cease to have force and effect twenty-four (24) months from the date of issuance and shall be considered inactive provided there have not been any intervening discipline(s).
- B. A pending criminal charge shall in no way interfere with or change the procedure outlined herein. Upon consultation between the employer and the Union, an employee may be temporarily reassigned by the Employer.

**SECTION 14.5 - RESIGNATION IN LIEU OF REMOVAL** - Any employee, whose removal from the Department is sought, shall have the option to resign.

**SECTION 14.6 - INVESTIGATION/INTERROGATION OF EMPLOYEES** - No Agency employee not in the chain of command shall be allowed to investigate another employee unless there is an investigation relating to work which has the approval of the Job & Family Services Director. Further, the Employer is without power to search employees without cause.

**SECTION 14.7 - DRUG AND ALCOHOL-FREE WORKPLACE** – All employees must receive a copy of this policy and sign a statement upon receipt acknowledging that it is a condition of employment.

The following policy is established by the Board of Lucas County Commissioners in accordance with the Drug-Free Workplace Act of 1988 (PL 100-690, 102 Stat.4181, Section 5151-5160). This policy is intended to establish a drug-free workplace and will be considered as a condition of employment. This policy is to ensure a drug-free work environment and to assist employees that are struggling with alcohol and substance abuse addiction.

- A. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by an employee which takes place in whole or in part in the Employer's workplace is strictly prohibited. The term "controlled substance" are those substances so defined by Federal and/or State law. A partial list includes:

- Narcotics (heroin, morphine, etc....)
- Stimulants (cocaine, amphetamines, etc....)
- Depressants (tranquilizers, etc....)

- Hallucinogens (PCP, LSD, “designer drugs”, etc....)

B. Any employee convicted of any Federal, State or Local criminal drug statute within the workplace must notify the Employer in writing of that fact within five (5) calendar days of the conviction.

C. The Employer must, within thirty (30) days after receiving notice of a conviction from an employee:

1. Take appropriate personnel action against such employee up to and including termination, and
2. Require such employee to satisfactorily participate in a drug rehabilitation program.
  - a. First (1<sup>st</sup>) occurrence - receives 30 days suspension discipline.
  - b. Second (2<sup>nd</sup>) occurrence – employee will be subject to termination.

D. Any employee who fails to report a workplace-related drug conviction will be terminated from employment.

E. Any employee who is referred to a drug rehabilitation program (See C.2 above) and fails to satisfactorily participate in the program may be terminated from employment.

F. Drug Screening

1. Pre-Employment Testing
  - a. All applicants for employment shall be required to submit to a screen for certain controlled substances within 72 hours of receiving a job offer. Said job offer shall be contingent upon the applicant’s passing the screen, or in some limited circumstances, employment may be extended, contingent upon passing the screen within 90 calendar days of employment. All candidates for employment will be informed of the necessity for pre-employment drug testing at the time of application or interview.
  - b. The test shall take place at a site determined by the Employer, and the analysis shall be performed by a laboratory selected by the Employer. The laboratory shall be certified by the Department of Health & Human Services Substance Abuse and Mental Health Services Administration. The cost of the screen shall be borne by the County, although transportation to and from the screening site shall be the responsibility of the applicant.
  - c. All positive screens shall be reviewed by a Medical Review Officer (MRO) who shall be a licensed physician. All decisions of the MRO shall be final. Failure to successfully pass the drug screen shall render the applicant “not eligible for employment.”
  - d. Individuals who refuse to consent to the drug screening procedure or fail to appear for the testing within the prescribed time requirement, will be ineligible for

employment.

## 2. “Reasonable Suspicion” Testing

The Director of Human Resources/County Administrator/Designee may require an employee to undergo testing for alcohol or certain controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts. The supervisor or Department Head should consult with Human Resources or another member of Management to corroborate and document observations before requesting the test. Such facts and inferences may be based on, but are not limited to, any of the following (Reasonable testing applies to all non-represented employees):

- a. Observable phenomena, such as direct observation of drug or alcohol use, possession, distribution during or immediately preceding work time; or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred speech, dilated pupils, odor of alcohol, disorientation, dynamic mood swings, etc.;
- b. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents, etc.) which appears to be related to substance abuse or alcohol and does not appear to be attributable to other factors;
- c. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use or trafficking;
- d. A report of alcohol or other drug misuse or abuse during or immediately preceding work time provided by a reliable and credible source;
- e. Repeated or flagrant violations of the Employer’s safety or work rules which post a substantial risk of physical injury or property damage, and which appear to be related to substance abuse and do not appear to be attributable to other factors.
- f. All employees are prohibited from engaging in the following:
  1. Reporting to duty or remaining on duty while having a breath alcohol concentration of .06 or greater.
  2. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee’s ability to perform the assigned duties or jeopardizes the safety of others, unless the Employer has approved the employee’s use of the prescribed drug while working);
  3. Testing positive for alcohol or controlled substances. (All positive screens shall be reviewed by an MRO who shall be a licensed physician. All

decisions of the MRO shall be final.);

4. Using or possessing alcohol or illegal and/or non-prescribed controlled substances while on duty;
5. Refusing to submit to a controlled substance or alcohol test when ordered to do so.

g. If an employee violates any of the prohibitions listed in paragraph f above, the employee is subject to the following consequences:

1. The employee may be disciplined up to and including dismissal.
2. The employee may be reassigned.
3. The employee may be referred to the Employee Assistance Program (EAP).
4. The employee will be subject to re-evaluation, return to duty testing, and unannounced follow-up testing.
5. The employee may be denied the workers' compensation benefits.

G. The Human Resources Department shall establish, maintain, and communicate standard operating procedures (SOPs) for effectively administering this policy in accordance with applicable laws and regulations and in cooperation with affected departments and agencies.

H. In the event any part of this policy is determined invalid by operation of State or Federal law, the remainder of this policy shall remain in full force and effect.

I. The parties acknowledge and agree that pre-employment testing is not a mandatory subject of bargaining, and the Board of County Commissioners are reserving their right to make changes to this section at their sole discretion.

**SECTION 14.8 - APPEAL OF DISCIPLINARY ACTION** - An employee shall have the right to appeal a disciplinary action through the grievance procedure.

- See Article 13 - GRIEVANCE PROCEDURE.

**SECTION 14.9 - INITIAL PROBATIONARY EMPLOYEES** - Employees who are in their initial probationary period shall have no rights under Article 14 of this Agreement.

## **ARTICLE 15**

### **HOLIDAYS**

**SECTION 15.1 - HOLIDAYS** - the following holidays will be granted with pay to eligible employees:

NEW YEAR'S DAY

MARTIN LUTHER KING'S BIRTHDAY

PRESIDENT'S DAY

GOOD FRIDAY

MEMORIAL DAY

JUNETEENTH

INDEPENDENCE DAY

LABOR DAY

COLUMBUS DAY

ELECTION DAY (1/2) \*

VETERAN'S DAY

THANKSGIVING DAY

THE DAY AFTER THANKSGIVING

CHRISTMAS EVE

CHRISTMAS DAY

NEW YEAR'S EVE

\*1/2 day will be granted to employees for Election Day the first Tuesday in November. Half day AM/PM shifts will be based on seniority. There will be no time off for early voting.

- A. Holidays which fall on a Saturday shall be observed the preceding Friday. Holidays which fall on a Sunday shall be observed the following Monday.
- B. Part-time or intermittent employees will be eligible to receive holiday pay for the number of hours that they would normally be scheduled to work during the day on which a holiday is observed, if they also qualify under (C) below.
- C. Only employees in active pay status (i.e., eligible to receive pay) for their entire scheduled workday immediately preceding and their entire scheduled workday immediately following the holiday observance will be eligible for holiday pay.

## ARTICLE 16

### ANNUAL VACATION LEAVE

**SECTION 16.1 - ANNUAL VACATION LEAVE** - Each full-time employee, upon the attainment of one full year of qualifying service, shall be entitled to earn and use annual vacation leave.

A. Such leave shall be earned at the following annual rates:

<u>EMPLOYEE'S YEARS OF SERVICE</u>	<u>ANNUAL RATE OF ACCRUAL</u>	<u>MAXIMUM CREDIT PER PAY PERIOD</u>
1 - 6	80 hours	3.1 hours
7 - 13	120 hours	4.6 hours
14 - 20	160 hours	6.2 hours
21 - 25	200 hours	7.7 hours
26- more	240 hours	9.2 hours

Once vacation has been accrued, the previous **three (3) years** unused vacation accrued may be carried over annually as of the employee's anniversary date, or where there is prior service, as of the employee's prior service date.

B. Full time employees who are in active pay status for less than 80 hours shall earn vacation leave on a prorated basis.

C. Qualifying service includes any service so defined by the Ohio Revised Code. The Human Resources Department will provide reasonable assistance upon request (including sending a request for information to each previous employer) to employees who are attempting to obtain information from previous employers in order to determine service credit. Ultimately, however, it is the employee's responsibility to obtain this information.

D. Upon completion of his first year of full-time service, an employee shall be credited with eighty (80) hours annual leave. Such credit shall be prorated if the first year of service included both part-time and full-time service, giving accrual credit only for full-time service.

E. Upon attainment of the next level of service accrual (seven [7], fourteen [14], or twenty-one (21), twenty-six (26) years), a full-time employee shall be credited with forty (40) hours of annual vacation credit.

F. If transferring to other Ohio State or County service, the employee may request that all or part of his unused annual vacation leave be transferred to his new employment, in lieu of payment for the same.

## **SECTION 16.2 - REQUEST FOR VACATION LEAVE**

- A. For vacation leave or compensatory time of five (5) days or less, an employee shall be granted vacation or compensatory leave upon request when there is proper notice which is equivalent to the number of days requested and where there is sufficient leave available at the time of the request; for requests of less than one day, proper notice is equivalent to the number of hours requested. In the event of a personal emergency, such as unexpected transportation difficulties or a household emergency, an employee may request approval of use of increments of one tenth of an hour or may request an approved leave of absence up to eight (8) hours (see Article 18). Employees requesting to use vacation, comp, or personal leave in an emergency situation shall identify the nature of the emergency, and in no case, shall approval be granted for more than twenty (20) incidents per calendar year for all emergency leave.
- B. For vacation leave or compensatory time of more than five (5) consecutive days and for prime days, the Employer shall provide semi-annual vacation schedules on October 1st for the time period of October 16<sup>th</sup> through April 15<sup>th</sup>, and April 1st, for the time period of April 16<sup>th</sup> through October 15<sup>th</sup>, of each year. Between October 1st and 15th, and/or April 1st and 15th, employees shall choose their vacation schedules in order of seniority. If an employee does not arrange a vacation schedule by the 16th of October and/or the 16th of April, but later decides to do so, he shall not have the right to bump a less senior employee who has chosen vacation previously.
  1. Prime days shall be defined as the day before and the day after all holidays, the week between Christmas and New Year's, and the week before and after Easter. Annual leave notice shall be given at least five (5) days before the prime day, if not already scheduled in accordance with Section B.

Not more than 50% of the filled positions in a unit at the time of the request shall be granted vacation leave or compensatory time for the same days, except under special circumstances as approved by the Agency Director or his designee.

The Agency Director or his designee shall consider the recommendation of the unit's Coordinator when making their decision. If it is necessary to deny vacation or comp time to comply with this requirement, it shall be done by inverse seniority; however, no employee who has scheduled his vacation in accordance with Section B, may be bumped by a more senior employee.

- C. This Section shall in no way be construed to mean that an employee must choose his vacation during the aforementioned period. Proper notices shall be defined as notice equivalent to the number of days or hours (for requests of less than one day) requested. The Coordinator may not grant the use of vacation leave to an employee who has called in sick.

**SECTION 16.3 - MAXIMUM ACCUMULATION** - An employee who is denied the usage of annual vacation time due to operational needs, that he would otherwise lose due to maximum accumulation, shall be permitted a period of three (3) months, once operational needs allow, to use the vacation.

## **SECTION 16.4 - PAYMENT OF ANNUAL/VACATION LEAVE**

- A. An employee is entitled to compensation, at this current rate of pay, for the two (2) years carryover of earned, accrued but unused vacation leave, in addition to the prorated portion of any earned but unused vacation leave for the current year to ~~his~~ his/her credit at the time of separation.
- B. Each employee will be provided with the opportunity in pay period #13 and again in pay period #25 to cash-out up to forty (40) hours of accrued but unused vacation to the employee's credit as of the end of pay period #12 and pay period #24, provided each cash-out results in a remaining balance at that time of at least forty (40) hours.

## **ARTICLE 17**

### **SICK LEAVE**

#### **SECTION 17.1 - SICK LEAVE** - Sick leave shall be earned and credited in accordance with the following:

- A. Sick leave shall be earned at the rate of four and six-tenths for each eighty (80) hours of completed service in active pay status. Employees whose completed service hours exceed eighty (80) hours shall earn additional sick hours on a prorated basis. "Completed Service" means hours actually worked, including overtime, sick leave, vacation leave, compensatory time, or personal leave.
  - 1. Employees will not accrue sick leave credit while in inactive pay status. Pro-ration shall be based on the number of hours in active pay status in the pay period multiplied by .0575, the prorated hourly accrual rate.
  - 2. Sick leave shall be used in minimum units of one tenth of an hour.

#### **SECTION 17.2 - EMPLOYEE RESPONSIBILITY** - Employees are expected to come to work each day unless they are too ill to work and/or are on some type of approved leave.

- A. An employee wishing to use sick leave must report his/her absence to the Employer in advance in the prescribed manner. For non-emergencies, such as routine medical appointments or future hospitalizations, the employee is expected to give as much advance notice as is possible to his Coordinator so that work scheduling/unit coverage might be maintained.
  - 1. In the event of absence or anticipated tardiness, the employee is to personally report to his Coordinator or other designated person in the chain of command. Such contact must occur no later than the employee's normal reporting time each day of occurrence except where medical documentation has been provided to establish the duration of the absence. In the event of an emergency where there is a need to make contact outside of agency hours, the employee may call and leave a message for his Coordinator, reporting his absence, the circumstances and expected duration, and where he can be reached. Employees who are responsible for opening agency

facilities will need to report their absence prior to the beginning of their work schedules, as arranged with their Coordinator.

B. An employee wishing to use sick leave to cover his/her absence must present to the Employer a signed statement justifying the use of sick leave. Such leave requests are to be submitted to the employee's Coordinator upon his return the next business day.

The leave request is to be completed by the employee in sufficient detail as to permit a determination of whether or not the requirements for the use of sick leave have been met. Any illness or major work-inhibiting symptoms of an illness that has not been professionally diagnosed must be specified and a copy will be provided to the employee.

The leave request is to be completed by the Coordinator, who is to indicate approval or disapproval of the leave request and any relevant comment.

C. Any employee wishing to use sick leave for an extended period of time, defined as three (3) or more consecutive work days, shall present to the Employer a signed written statement fully and accurately completed by the employee's attending physician/medical practitioner which includes a general prognosis, the nature of the illness and ability to perform the essential functions of the position; such statement must be presented to Human Resources within three (3) working days of the inception of his absence due to such illness. An employee who has been off sick for three (3) or more consecutive workdays will not be allowed to return to work unless he has provided the Employer with a release to return to work signed by the employee's attending physician/ medical practitioner, stating the employee's ability to return to work. Such release only allows the employee to return to work. It does not necessarily document the use of sick time.

1. The Employer can require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave, or abuse of sick leave is suspected. Examples of abuse may include, but are not limited to:
  - a. Before or after holidays
  - b. Before or after weekends or regular days off
  - c. After pay days
  - d. Any one specific day of the week
  - e. Absences following overtime worked
  - f. Partial days
  - g. Pattern of maintaining zero or near zero balance
  - h. Use of more sick leave than earned- excessive absenteeism
  - i. Calling off sick on days when vacation or comp time was previously denied

- j. Patterned use of sick leave
- k. Consistent one-day sick leave usage.

2. If the need for an employee to be on sick leave is called into question between the Employee's physician and the Agency physician, there will be a third independent physician who will make the determination. The physician's visit will be paid for by the Employer. The independent physician will be agreed upon by both the Agency's physician and the Employee's physician.

**SECTION 17.3 - PERMISSIBLE REASONS FOR THE USE OF SICK LEAVE** - Sick leave may be used for the following situations:

1. Illness, injury, or pregnancy-related condition of the Employee;
2. Exposure of the Employee to contagious disease which could be communicated to and jeopardize the health of other employees;
3. Examination of the Employee; including medical, psychological, dental, or optical examination, by an appropriate practitioner.
4. Death of a member of the Employee's immediate family. Such usage shall be limited to a reasonable, necessary time, not to exceed three (3) bereavement days; such bereavement usage of sick time shall not be counted against the agency attendance standard.
5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the Employee or affected family member;
6. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

A. **WORKER'S COMPENSATION ILLNESS OR INJURY** - In the event of injury on the job, an employee needing medical treatment may choose to receive his/her regular pay for the entire day of injury rather than to use sick leave or other type of leave; except, if released to return to work by the medical examiner, the employee must return to work that day.

B. **FUNERAL LEAVE** - Funeral leave may be charged to paid leaves available other than sick leave, at the employee's discretion. Any employee shall be granted three (3) days' funeral leave with pay to arrange for and/or attend the funeral of a member of the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, grandmother, grandfather, grandchild, and any other relative residing in the household of the employee.

In the event of the death of the employee's immediate family member, the employee upon giving notice, shall have the right to take up to an additional three (3) days sick leave to supplement the paid funeral leave.

One day of paid funeral leave shall be granted to attend the funeral of an employee's aunt, uncle, niece, nephew, spouse's grandparent, stepbrother, or stepsister if such funeral occurs on a regular workday.

Any employee may make written request to the County Administrator for the use of one (1) paid day of funeral leave which may be extended to any other person who has a special "familial" relationship with the employee. Approval is at the discretion of the County Administrator.

**SECTION 17.4 - DOCUMENTATION OF SICK LEAVE** - Where medical verification is required, it is the employee's responsibility to provide Human Resources with signed written statement, fully and accurately completed by an attending physician/medical practitioner. If the illness concerns the employee's health, the signed written statement should document the employee's related health condition and ability to work. If the employee verification concerns the health of an immediate family member who requires care from the employee, then the verification should be related to the family member's health needs and the necessity for the employee's presence. Employees are normally expected to document the use of sick leave within three (3) working days of the inception of their illness. The Employer recognizes that under certain rare circumstances, this may not be possible. However, no documentation will be accepted later than ten (10) working days after the inception of the employee's absence.

**SECTION 17.5 - DENIALS OF SICK LEAVE** - An employee who does not comply with the conditions stated in this Article for the use of sick leave may be denied the use of sick leave. An employee who fails to follow work rules related to absences and/or who misrepresents his need for sick leave may be subject to disciplinary action.

**SECTION 17.6 - SICK LEAVE CONVERSION** - See Article 20.

**SECTION 17.7 - SATISFACTORY EMPLOYEE ATTENDANCE DEFINED** - In order to be considered to have satisfactory attendance, an employee must meet both standards set forth below:

- A. Use no more than sixty (60) hours of undocumented sick leave, leave of absence (due to running out of sick leave), and unapproved leave of absence (i.e., tardiness) per year.
- B. Use of a total of no more than one hour of unapproved leave of absence per year.
- C. FMLA qualified absences and documented absences of three (3) days or more will not count.

For the purpose of the Employee Performance Evaluation, a year is considered to be the period of time which the evaluation covers. For the purpose of bidding, a year is considered to be the 365 days prior to the expiration of the posting (deadline). For the purpose of determining satisfactory attendance, a year is considered to be the calendar year.

**SECTION 17.8 - ATTENDANCE STANDARDS FOR INITIAL PROBATIONARY EMPLOYEES**

– The usage of sick leave by an initial probationary employee will be monitored carefully in order to avoid the development of undesirable attendance patterns. The combined use of sick leave/approved leave without pay (used as a result of running out of sick time)/unapproved leave of absence in excess of sixteen (16) hours by an initial probationary employee, is indicative of unsatisfactory attendance. Upon exceeding this standard, the Director will determine if the circumstances warrant continued employment.

**SECTION 17.9 - INCENTIVES TO CONSERVE SICK LEAVE AND REWARD SUPERIOR ATTENDANCE** - in an attempt to encourage, recognize and reward superior attendance, the agency offers to its' full-time employees the following incentive:

- A. Employees whose attendance during a year is deemed exceptional and/or superior by the Job & Family Services Director, shall, at his discretion, receive written commendation.

**SECTION 17.10 - PERSONAL LEAVE** - Permanent employees will be provided five (5) personal days each calendar year in January. Employees would be able to use paid personal leave after completion of thirty (30) days of employment. Employees hired after December 1<sup>st</sup> will receive eight (8) hours of paid personal leave for that calendar year, which will be used between Christmas and New Year's Eve. Part-time employees who work at least twenty (20) hours per week will be provided with eight (8) hours of paid personal leave annually.

Additionally, each January, employees with more than one hundred forty-four (144) hours in accumulated sick leave may convert a maximum of sixteen (16) hours per calendar year to personal leave. Employees with more than two hundred eighty-eight (288) hours in accumulated sick leave may convert an additional sixteen (16) hours per calendar year to personal leave, for a total of thirty-two (32) hours.

An employee is not to take Personal Leave hours until they have been given. Personal leave may be used for any purpose including but not limited to household emergencies and religious observances. Personal leave does not carry over from year to year. Personal leave may be requested and used in increments of no less one-tenth (1/10) of an hour. Except in emergencies, personal leave must be requested and approved in the same manner as vacation leave. Employees requesting to use vacation, comp, or personal leave in any emergency situation shall identify the nature of the emergency, and in no case, shall approval be granted for more than twenty (20) incidents per calendar year for all emergency leave. The Coordinator may deny personal leave (except the twenty incident per calendar year for emergency purposes) to maintain unit coverage. Personal leave shall not be unreasonably denied.

**SECTION 17.11 – PAID RELEASE TIME FOR ANNUAL PHYSICAL** - Annually during the term of this contract, each employee shall be granted up to three (3) hours of paid release time for the purpose of attending an annual physical for the employee. This time will not be charged to sick leave as long as the employee provides advance notice of their appointment and returns with documentation verifying their attendance at the appointment as scheduled. This release time is limited to one such appointment per calendar year.

## **ARTICLE 18**

### **LEAVE OF ABSENCE**

**SECTION 18.1 - UNPAID LEAVE OF ABSENCE** - Under certain conditions, an employee may be

granted one of the following types of unpaid leaves with the right to return to employment:

- A. Leave for reasons other than illness, of duration of no more than six (6) months (personal leave);
- B. An unpaid leave due to illness of duration of no more than one (1) year (52 weeks) (medical leave);
- C. Leaves for any purposes under 18.1 (A) can only be for a cumulative time period of six months within any twenty-four (24) month period.
- D. A leave for pregnancy and/or childcare of duration of no more than one (1) year (52 weeks) (maternity leave);
- E. An unpaid leave due to illness for a cumulative time period of six (6) months during any twenty-four (24) month period (disability separation). If the Director determines that an employee is unable to perform the essential duties of his position and proposes to disability separate such employee (voluntarily or involuntarily), such separation shall be in accordance with the disability separation section of the Employee Handbook. The Employer shall not disability separate an Employee while he is on an approved unpaid leave of absence for any of the reasons provided in this Article.
- F. A disability retirement through the Public Employee's Retirement System (PERS).
- G. A Leave of Absence under the Family and Medical Leave Act. Such leave will be in accordance with the Commissioner's Family and Medical Leave Policy and may, if appropriate, run concurrently with one of the unpaid leaves listed above (for example, if an Employee is on leave for one of the above listed reasons, and the leave is otherwise FMLA qualifying, then the first twelve (12) weeks of leave shall be considered FMLA leave; the Employee would then be eligible to apply to the Board of County Commissioners for an unpaid leave for the balance of the 52 weeks available under this Article).

**SECTION 18.2 - REQUESTING UNPAID LEAVES** - All unpaid leaves shall be requested through the normal chain of command on form LCJFS 130 and must be approved in advance of the beginning of the leave, unless required by an emergency situation.

- A. Personal leave requests must state in sufficient detail the employee's reasons for requesting leave.
- B. Parental leaves should be requested thirty (30) days in advance (if possible) and be supported by medical documentation, including estimated dates of delivery and recovery from childbirth.
- C. Medical and disability leave request must be supported by submission by the employee of an Employee Medical Report obtained from the Employer, and adequately completed by the employee's physician. In cases of medical emergency, the leave request and the Employee Medical Report are to be furnished by the Employee no later than ten (10) working days following the need for leave.

1. In the event that the Employee is known to be incapacitated, his Coordinator shall assist him in initiating a necessary leave request;
2. All required medical documentation must be secured from appropriate, licensed medical practitioners.
3. Disability retirements must be approved by PERS.

**SECTION 18.3 - RETURN FROM LEAVE** - An Employee who is granted a leave must either return at the expiration of leave or request an extension if he has not already used the maximum allowable leave time.

- A. An Employee wishing to return to work prior to the expiration of his requested leave shall give two weeks' notice of his intent in the event that his position is temporarily encumbered.
- B. An Employee on medical leave shall present a "Release to Return to Employment" signed by an appropriate medical practitioner upon his return to work or with his notice of intent to return early.
- C. An employee may make a written request to the Human Resources Department for reinstatement from a disability separation, which request shall be accompanied by substantial, credible medical evidence that the employee is once again capable of performing the essential portions of the employee's job duties and which request shall be made no later than two (2) years following a disability separation or a leave of absence followed by a disability separation. If no position appropriate to his medical capabilities exists in the agency, he shall be laid off.
- D. An employee on PERS Disability Retirement may make a written request to the Human Resources Department for reinstatement, which request shall be accompanied by credible medical evidence supplied by a licensed practitioner appointed by Public Employees Retirement Board that he is once again capable of performing the essential functions of his position, and which request shall be made no more than five (5) years following disability retirement or a leave of absence followed by disability retirement and application for reinstatement shall not be filed after the date of service eligibility retirement.

## **ARTICLE 19**

### **SAFETY AND HEALTH**

**SECTION 19.1 - THE SAFETY COMMITTEE** - All employees shall have the right to work in safe and healthful conditions. To insure this, a Safety Committee shall be established by the Employer and the Union. This Committee shall consist of the Agency Safety Officer and other Management personnel, and five persons selected by the Union. This Committee shall meet at least once per calendar quarter at a mutually agreeable time during regular working hours with no loss of pay. The Committee shall evaluate safety and health issues, including those resulting from the Agency's Safety Officer's inspections, make

recommendations and report such recommendations to the Job & Family Services Director for review and implementation. Any such report shall remain confidential until thirty (30) days following the submission of the report to the Job & Family Services Director.

**SECTION 19.2 - BUILDING SAFETY OFFICERS** - The Employer shall designate a person in each building, assigned to work in the building, who shall have the authority to evacuate any work areas where conditions exist which threaten the health and safety of the employees. For the purpose of this Agreement, these persons shall be designated as Building Safety Officers. An alternate shall be designated to assume this responsibility in the absence of a Building Safety Officer. It is understood that all buildings shall have a Building Safety Officer or designee on the premises during working hours. Names of Building Officers and/or designee shall be posted in each building in a conspicuous place.

- A. Any work-related injury will be reported to the Safety Committee and the Union's Workers Compensation Representative.

**SECTION 19.3 - THE AGENCY SAFETY OFFICER** - Management will ensure that inspections of all Agency Buildings will occur on a quarterly basis. Those conducting the inspections will be accompanied by Labor.

**SECTION 19.4 - EMPLOYEE LOUNGE FACILITIES** - The employer agrees to make adequate lounge facilities for employees a part of all future space acquisitions and remodeling. The Union and the Employer agree to cooperate in keeping such areas tidy and in good condition.

**SECTION 19.5 - LUNCH ROOM FACILITIES** - The employer agrees to furnish adequate sanitary lunchroom facilities at all offices of the Agency.

**SECTION 19.6 - FACILITIES FOR PERSONAL BELONGINGS** - The employer shall provide areas in each building normally accessible only to employees where coats and personal belongings may be kept.

**SECTION 19.7 - EMERGENCY SUPPLIES AND EQUIPMENT** - The Employer agrees that:

- A. Fully equipped first-aid supplies shall be maintained in each building and all employees shall be made aware of the location of such supplies.
- B. Every Coordinator stationed in the Main Building shall be provided with an Allen Wrench to open windows in case of an emergency.
- C. Every Coordinator in an office or area without windows shall be provided with a flashlight.

**SECTION 19.8 - SECURE PARKING FACILITIES** - The employer agrees to maintain reasonably secure parking facilities for all employees.

- A. In the event that an employee suffers loss or damage of their vehicle, the Job & Family Services Director may grant Administrative Leave time for estimates and/or repairs; however, such leave may not exceed a maximum of four (4) hours.
- B. In the event that a JFS employee is assigned or moved to a separate site or office space away from the main building at 3210 Monroe St., Management agrees to meet with the

Union prior to the move to discuss any security and parking issues at the new site.

**SECTION 19.9 - SECURITY FOR NIGHT WORK** - Security will be provided for bargaining unit employees who work at night and on weekends, except for custodial, maintenance workers, and IT.

**SECTION 19.10 - AGENCY VEHICLES** - All agency vehicles will be maintained in the safest possible condition.

**SECTION 19.11 - SMOKING AREAS** - There shall be a designated smoking area outside of the main building.

**SECTION 19.12 - SEVERE WEATHER CONDITIONS** - Interruption of the normal workday due to severe weather conditions shall be in accordance with the "Severe Weather Conditions Policy" as stated in the Employee Handbook.

## ARTICLE 20

### COMPENSATION AND EMPLOYEE BENEFITS

**SECTION 20.1 - HOURLY COMPENSATION** - Employees while in active pay status shall receive compensation in accordance with the following hourly step rates and pay supplements. Employees serving their initial probationary periods shall also be compensated in accordance with the pay range schedules contained herein, based on their classification.

The parties agree that there shall be a three percent (3%) general wage increase effective January 1<sup>st</sup>, 2025, for those employees on payroll at the time the collective bargaining agreement is ratified by both the Union and the Board of Lucas County Commissioners. There will be a \$1,000 lump sum paid in full upon ratification in Calendar year 2024.

The parties agree that there shall be an economic reopeners for 2024-2026, and 2027.

A. **HOURLY STEP RATES** - Based on the employee's assigned classification and pay range, hourly step rates are set according to the following pay rate chart:

#### **EFFECTIVE JANUARY 1<sup>ST</sup>, 2025:**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
26	<u>16.88</u>	<u>17.58</u>	<u>18.12</u>	<u>18.69</u>	<u>19.19</u>	<u>19.82</u>	<u>19.57</u>
27	<u>17.79</u>	<u>18.51</u>	<u>18.91</u>	<u>19.48</u>	<u>20.09</u>	<u>20.78</u>	<u>21.59</u>
28	<u>18.91</u>	<u>19.48</u>	<u>20.09</u>	<u>20.78</u>	<u>21.59</u>	<u>22.42</u>	<u>23.34</u>
28A	<u>19.50</u>	<u>20.27</u>	<u>21.08</u>	<u>21.94</u>	<u>22.80</u>	<u>23.72</u>	<u>24.65</u>
29	<u>20.09</u>	<u>20.78</u>	<u>21.59</u>	<u>22.42</u>	<u>23.34</u>	<u>24.45</u>	<u>25.65</u>
30	<u>21.59</u>	<u>22.42</u>	<u>23.3</u>	<u>24.45</u>	<u>25.50</u>	<u>26.67</u>	<u>28.02</u>
31	<u>23.34</u>	<u>24.45</u>	<u>25.50</u>	<u>26.67</u>	<u>28.02</u>	<u>29.43</u>	<u>30.86</u>

B. **PAY SUPPLEMENTS** - An employee may be eligible to receive the following supplements:

1. **LONGEVITY SUPPLEMENTS** - Employees receiving a longevity supplement as of January 1, 1986, or who became initially eligible to receive such supplement prior to June 30, 1986, shall continue to receive a longevity supplement in the amount for which they were eligible on those dates. These amounts will be neither increased nor reduced as long as the employee maintains unbroken employment, except that such supplements shall be permanently increased by 4% effective January 1, 1988, and again on January 1, 1989, for employees who continue to be eligible for said supplement.

2. **SUPPLEMENTS**

a. **BILINGUAL SUPPLEMENT** An employee who is in a bilingual position or was hired before January 1, 2019, shall receive a supplement equal to five percent (5%) of his step rate for each foreign language (including braille or hand sign language) in which he is proficient, and provides translation and interpretation as required by the Employer. For employees hired after January 1, 2019, payment shall only be made during periods of work time in which translation or interpretation is being provided, and employees will be required to record and log these services. The minimum time to be charged will be one hour. Additional compensation will be awarded only where translation and interpretation exceed one hour daily, rounded to the next full hour. To be eligible for the Bilingual Supplement, the employee must demonstrate proficiency to the satisfaction of the Employer.

b. **FLOATER SUPPLEMENT** - All employees who are in a permanent Floater Position that is designated by Management as a permanent Floater Position shall receive a supplement equal to two and one-half percent (2.5%) of his or her step rate. Such supplement stays with the permanent Floater Position and is removed at such time as the employee is no longer in a permanent Floater Position.

3. **TEMPORARY WORKING LEVEL (TWL)** - While receiving a TWL pay supplement, an employee's pay will be adjusted to a step in the pay range of the TWL position that provides him with at least a 5% increase in step rate.

C. **PAY ADJUSTMENTS** - Employees will receive the following pay adjustments as due:

1. **STEP INCREASES** - Step advancement shall become effective at the beginning of the pay period within which the employee attains the necessary length of service (normally twenty-six (26) pay periods following his last step or probationary advance within his pay range). Time spent on authorized leaves of absence shall be counted for this purpose. Step advancement shall not be affected by demotion or other change in classification held by the employee, nor by any change in pay for his class unless the change initiates a promotional probationary period.

2. **PROMOTIONAL INCREASES** - Upon promotion an employee will be placed in a step in the pay range assigned to his new classification that would provide him with at least a four percent (4%) increase in step rate.
3. **PROBATIONARY INCREASES** - The probationary period shall be one hundred eighty (180) calendar days for all employees occupying positions assigned to pay range 28, step 1 or higher. For those probationary employees in pay range 28 who successfully complete their probationary period, such employee will be retroactively advanced in step within his pay range during the pay period in which he completed one hundred twenty (120) calendar days of his probationary period. The probationary period for employees assigned to pay ranges lower than 28 shall be one hundred twenty (120) calendar days and step advancement within the pay range shall occur within the pay period in which probation is successfully completed. Time spent on leaves of absence shall not be counted as part of a probationary period. Probationary employees (whether initial, promotional, or lateral probation) in the Eligibility Specialist, Social Service Case Manager, Childcare specialist, and Adult Protection Worker classifications shall receive three probationary evaluations (60, 120, and 180 days), unless no longer in the position prior to those dates.
4. **MAXIMUM STEP CREDIT** - Any employee who has served in the maximum step of a pay range for more than twenty-six (26) pay periods shall, following promotion or reassignment in a classification or pay range which results in the employee being assigned to other than the maximum step of the pay range, advance to the next higher step of the pay range on the first day of the succeeding pay period. An employee who is reassigned shall also receive credit, which shall apply toward the next annual step increase, for any time served in the maximum step of the pay range prior to the change which exceeds twenty-six (26) pay periods. Such additional credit shall be limited to no more than thirteen (13) pay periods. A promoted employee shall receive no additional credit for the time served in excess of twenty-six pay periods, but shall receive a step, if available, upon completion of his probationary period. Step advancement becomes effective at the beginning of the pay period within which the employee attains the necessary length of service. Time spent on authorized leave of absence shall be counted for this purpose.
5. **TEMPORARY WORKING LEVEL (TWL) ADJUSTMENTS** - An employee while assigned, in writing by the Director of Job & Family Services or his designee, to perform the duties of a higher-level position shall be eligible for a TWL supplement. This supplement/adjustment may not be paid for a period in excess of twenty-six (26) weeks for any TWL assignment nor granted more than (2) times in a twelve (12) month period. See Section 9.2.
6. **DEMOTIONS** - Upon demotion, an employee will be placed in the step in the pay range assigned to his new classification closest to, but not exceeding his previous step rate of pay, except that if demotion to his former classification or pay range occurs during or follows an unsatisfactory probationary period, he shall be returned to his former rate of pay.

7. **OVERTIME** - Payment for overtime shall be computed in accordance with Article 8, Section 8.6.

**SECTION 20.2 - MEDICAL, DENTAL & LIFE INSURANCE** - The Employer agrees to maintain the same life insurance, family hospitalization plan(s), family dental plan(s), and prescription drug plan(s) for all employees as are provided by the Lucas County Commissioners. The parties agree to a reopeners on this Article during the late fall of each year if either party requests said reopeners.

**SECTION 20.3 - SICK LEAVE CONVERSION** - The employer agrees to convert to a cash payment a portion of an Employee's remaining sick leave upon his retirement from the Department.

- A. Cash-out upon retirement for all employees will be capped at 25% of the accrued but unused sick leave balance, with a maximum cash out of 240 hours.
- B. Any employee hired before 1-1-2012 who attains 25 years of employment with Lucas County will be permitted to make application to convert to cash up to 20 hours of sick leave annually in December, provided that the employee must maintain a sick leave balance of at least 320 hours after any such conversion.
- C. In the event that an employee dies while in active service, the balance of his accrued but unused sick leave shall be payable to his estate, according to his years of service in (A) above, and up to the maximum specified in (A) above. An employee who is in active pay status or who is on an approved leave of absence of six (6) months or less is considered to be active service for the purpose of this sub-section. This sub-section is applicable to all employees who died while in active service on or after January 1, 1987.

**SECTION 20.4 - TRAVEL REIMBURSEMENT** - It is the intent of the parties to offer the maximum feasible reimbursement for employee's actual cost while on approved travel for the employer. The following approved expenditures and cost limitations are recognized.

- A. **MILEAGE** - An employee, who uses his car in the performance of assigned agency duties or other approved travel, shall be reimbursed according to the maximum amount per mile allowable under Internal Revenue Service rules. This is to cover the cost of fuel and wear and tear on the car. All travel reimbursements must be submitted within 90 days from the date of return from travel.
- B. **PER DIEM EXPENSES** - An employee on approved travel out-of-county is eligible for reimbursement for meals and other covered expenses according to actual expenses up to the per diem rate.
- C. **LODGING** - An employee on approved travel out-of-county is eligible for reimbursement for meals and other covered expenses according to the county per diem schedule.
- D. **REIMBURSEMENT REQUESTS** - An employee seeking reimbursement for any of the above approved expenses must apply for such reimbursement on the form prescribed by the Employer and must furnish acceptable documentation of actual expenditures and/or other conditions as required. An employee seeking mileage reimbursement must maintain at least the minimum automobile liability insurance as specified by the O.R.C, have a valid

driver's license with driving privileges in the State of Ohio and meet the county's insurability rules.

**SECTION 20.5 - PREVENTATIVE HEALTH CARE** - The Employer and the Union agree to encourage employees to participate in preventative health care programs.

**SECTION 20.6 - E.A.P.** - The employer agrees to provide an E.A.P. (Employee Assistance Program).

**SECTION 20.7 - SICK LEAVE BANK** - Union and Management agree to honor the Lucas County Leave Donation Program as may be amended from time to time by the Board of County Commissioners.

## **ARTICLE 21**

### **EDUCATIONAL AND CAREER OPPORTUNITIES**

**SECTION 21.1 - EDUCATIONAL OPPORTUNITIES** - The Employer and the Union recognize the value of enabling employees to further their professional career growth through education. All employees shall have the opportunity to apply for such career growth and all employees shall be treated fairly.

A. The following list is an illustration of education opportunities covered by this Agreement. This list does not exclude any other bonafide educational or career development program:

1. Activities sponsored by the Program Support Department, workshops, special training programs, seminars, and other in-house training programs;
2. Ohio Department of Job & Family Services (ODJFS) training programs;
3. Ohio Department of Administrative Services (ODAS) training programs;
4. Workshops and seminars sponsored by area universities and/or professional organizations;
5. Agency related course work having the potential to enable the employee to better perform his job.
6. Training or education required to maintain professional, Agency-related licensure or certification. No more than fifteen (15) clock hours, three semester hours, three semester hours, or four, quarter hours will be approved per year, if feasible, as determined by the Job & Family Services Director. The Employer will review special requirements.

B. All training or educational opportunities must have the prior approval of the immediate supervisor, Divisional director and the Job & Family Serves Director must conform with ODJFS regulations with respect to staff eligibility and administrative funding limitations.

1. Employees in an initial probationary period shall not be granted any educational opportunity except that which is clearly and specifically related to their particular job duties.

2. The employer reserves the right to require an employee to attend a training program and/or to limit the program to a relevant group or class of employees.
  - a. When it is necessary to limit the number of employees who wish to attend an agency related training session, the rule of seniority and satisfactory attendance (if time permits) will govern the selection, except that no employee may use seniority to qualify for a training session more than once a calendar year, or to repeat a session or a similar session if other employees want to attend.
  - b. Selection for posted training or educational opportunities (seminars, conferences, educational coursework, etc.) will be based upon seniority, attendance, evaluations, and prior approval of posted opportunities within the last year.
3. The Employer shall provide the Union with a list of all employees who are approved or rejected for educational opportunities.

**SECTION 21.2 - RELEASE TIME AND TUITION REIMBURSEMENT** - Contingent upon application and use of any and all applicable grants, State funding and requirements and accordance with Policies and priorities established by the Director.

- A. The criteria for granting RT/TR to an employee include the requirements that the employee;
  1. Be a full-time employee (certified or not certified) for not less than one continuous year with the Department;
  2. Must have an overall rating on his latest evaluation of "Meets Requirements" or better;
  3. Take agency-related courses which have the potential to enable him to perform better and must offer technical or skill growth;
  4. Take the course work for credit at a State supported or private educational institution in Ohio;
  5. Must earn a satisfactory grade as defined by the school;
  6. Must maintain satisfactory attendance as defined in Article 17.8 (21.2A6 applies to release time only, not tuition reimbursement).
- B. The Employer will establish a periodic listing of the subjects, disciplines and types of courses which will or will not have priority and will approve eligible employees.
- C. RT participants may be released up to one-fourth (1/4) of their normally scheduled work hours, per week (10 hours maximum) for such participation.

- D. TR participants may be reimbursed for up to one credit hour less than the school defines as the minimum, full-time academic schedule. The amount of each reimbursement may be reduced or otherwise limited by the availability of funds.

**SECTION 21.3 - FULL-TIME EDUCATIONAL LEAVE** - Full-time educational leave (without stipend) for up to one session (quarter, semester, trimester, etc.) may be granted upon the request of an employee who presents proof of his intent to register for full-time study. Such use of a personal leave for educational purposes by an employee will be limited to one (1) session in a twelve (12) month period.

- A. No unit or operation shall be shut down, and if it becomes necessary to deny such a leave to comply with this requirement, it shall be done by inverse seniority.

**SECTION 21.4 - CAREER LADDERS** - The Employer agrees that in order to improve morale, promote incentive and utilize the special skills of employees, career ladders, providing for upward movement within the Agency structure, will be established wherever possible.

- A. Programs of in-house training and education shall be made available to all staff as part of the career ladder.

**SECTION 21.5 - CAREER OPPORTUNITIES** - The Employer agrees to announce and post, as soon as they are received, all career opportunities including State Civil Service test announcements.

- A. Such information shall be posted on the main bulletin boards as have been established in the various areas of the Department. Grievances filed under this section can be filed up to the Commissioners' level and will not be subject to arbitration.

**SECTION 21.6 - NEW TECHNOLOGY AND COMPUTERIZATION** - As changes occur, due to the implementation of new technology in the workplace, the Employer will provide, insofar as feasible, the training necessary to maintain continuity in the workforce. All employees displaced by new technology shall be given the first opportunity for retraining if training is available and the employee meets the minimum qualifications for the position. Grievances filed under this section can be filed up for the commissioners; level and will not be subject to arbitration.

- A. Employees will agree and follow the County and State Policy/Regulations regarding the use of county computers and accessing the Internet. The use of Agency computers to perform homework assignments is strictly forbidden by the State and County policies on computer usage.

**SECTION 21.7 - COUNSELOR LICENSE** - Any employee possessing a State of Ohio license as a counselor or social worker shall be granted such release time as needed to maintain that license (i.e., thirty clock-hours of training, per two-year period), if feasible, as determined by the Job & Family Services Director.

## ARTICLE 22

### REINSTATEMENT TO EMPLOYMENT

**SECTION 22.1 - REINSTATEMENT REQUEST** - A former employee who wishes to be reinstated to his employment in the department shall submit a written request to the Director of Job & Family Services no later than (30) days prior to the expiration of the one (1) year reinstatement period.

- A. The Director of Job & Family Services shall determine whether or not he agrees to reinstatement except that no person shall be reinstated to a position for which he does not meet the minimum qualifications in effect at the time of the request for reinstatement.
- B. If the Director chooses to deny a reinstatement request, he shall so inform the former employee in writing at his last known address.

**SECTION 22.2 - LAID OFF EMPLOYEES** - The provisions of this Article do not apply to laid-off employees. Laid-off employees shall have preference over former employees covered by this Article.

## ARTICLE 23

### JOB SECURITY AND MAINTENANCE OF STANDARDS

**SECTION 23.1 - JOB SECURITY** - It is the intention of the parties that every Agency employee shall enjoy full job security. The Employer retains the right to implement all Federal, State, and County requirements. The Employer shall not sub-contract if any such sub-contracting shall directly result in the lay-off of any Bargaining Unit employee unless the Employer is required to contract out per Federal or State mandate. The Employer will do all that is reasonable to avoid lay-offs under this situation. If the Employer considers contracting out a function or service as a result of implementing a Federal, State, or County requirement which would result in the lay-off of bargaining unit employees, the Employer shall provide not less than sixty (60) days advance written notice to the Union. Upon request, the Employer shall meet and discuss the reasons for the contracting out proposal and provide the Union as opportunity to present alternatives.

**SECTION 23.2 - CASE MANAGEMENT** - The Employer agrees not to enter into any contract which would include case management or allow for the transfer of case management to another agency unless required to by State, Federal, or County authority or unless there is mutual agreement between the Employer and the Union to waive this Section because of the unavailability of funds to acquire sufficient additional case management staff.

**SECTION 23.3 - MAINTENANCE OF STANDARDS** - The Employer agrees that all conditions of employment in its' operation relating to all working conditions and employee benefits shall be maintained as far as practical for no less than the highest minimum standards in effect at the time of the signing of this Agreement. Such conditions shall be improved wherever provisions for improvement are made elsewhere in this Agreement. Further, the Employer agrees that all conditions of employment provided for in this Agreement shall be maintained during the term of this Agreement. Any change in the provisions of this Agreement must be made with mutual consent of both parties.

- A. If it becomes necessary for an employee or employees of the Agency to work on the premises of a provider agency, the Employer will attempt to ensure that working conditions are equal to those in the Department and that supervisory authority remains with the Department.
  - 1. Full-time positions on the provider's premises will be posted for bid in accordance with the bid procedure as outlined in this collective Bargaining Agreement.

**SECTION 23.4 - COST-SAVING MEASURES** - The parties agree to explore various options in addition to layoffs to reduce bargaining unit personnel costs in order to meet revenue shortfalls during the term of this Agreement.

**SECTION 23.5** - As a condition of any sale or transfer initiated by the Board of County Commissioners (BCC), the BCC will require the new employer to extend an offer of recognition to the Union as the exclusive collective bargaining representative of the employees in the bargaining unit. Nothing contained in this proposal would prohibit the new employer from recognizing the Union as the exclusive representative of bargaining units composed of additional classifications or work which may be created by the employer, and which are not now part of the Union's current bargaining unit.

## **ARTICLE 24**

### **SCOPE OF AGREEMENT**

**SECTION 24.1 - SCOPE OF AGREEMENT** - The parties agree that this labor agreement contains the full and complete understandings between the parties. If there is a dispute during the term of this agreement, the Employer has the right to implement its' last and best offer upon reaching impasse after a period of negotiations.

**SECTION 24.2 - SURVIVING PROVISIONS** - In the event that any of the provisions of this Collective Bargaining Agreement are or shall become invalid, the remainder of the provisions shall remain in full force and effect.

## **ARTICLE 25**

### **TERMINATION OF AGREEMENT**

**SECTION 25.1 - EFFECTIVE DATE** - The effective date of this Collective Bargaining Agreement shall be January 1<sup>st</sup>, 2025.

**SECTION 25.2 - DURATION AND RENEWAL** - This Agreement shall remain in effect until, December 31<sup>st</sup>, 2027, except as provided in (A) below, and shall be renewed for additional periods of one (1) year, unless one party notifies the other party of its' desire to amend or modify this Agreement. Such notice must be given no later than August 2<sup>nd</sup> of the year of expiration; negotiations shall begin no later than September 4<sup>th</sup>.

**SECTION 25.3 - TERMINATION OF AGREEMENT** - This Agreement shall remain in full force and

be effective during the period of negotiations, until notice of termination of this agreement is given in writing to the other party.

- A. Such notice of termination must be given no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth herein.

## DEFINITIONS

The definitions contained herein indicated the present intent and understanding of the parties to the Agreement.

**ABOLISH POSITIONS** - In the context of this Agreement means the decision not to fill for an indefinite period a position on LCDJFS's position control roster or table of organization as communicated by the Employer to Union. Such decision may or may not result in the actual removal of the position from the roster/table of organization.

**ACTIVE PAY STATUS** - means the conditions under which the employee is eligible to receive hourly pay, and includes time actually worked and times covered by paid leaves.

**ADMINISTRATIVE LEAVE** - Paid leave for specific approved purposes, usually away from the employer's premises.

**ADMINISTRATIVE RULES** - Chapter 123 of Ohio Administrative Code; the Administrative Rules of the director of Administrative Services.

**AGENCY, THE** - The Lucas County Department of Job & Family Services. May also be referred to as the DEPARTMENT or the EMPLOYER.

**AVAILABLE VACANCIES** - Positions on the LCDJFS position control roster which are unencumbered, but which the employer intends to fill.

**ABSENCE WITHOUT LEAVE (AWOL)** - Any employee in the classified service who is absent from duty habitually or for three or more successive duty days, without leave and without notice to the employee's superior officer of the reasons for such absence may be subject to removal for neglect of duty under provisions of section 124.34 of the Revised Code.

This rule does not require appointing authority to initiate removal action if it is determined to be unwarranted nor does it preclude removal action for a shorter period of absence if the absence is sufficient seriousness. The determination as to what constitutes a serious situation shall be made by the appointing authority of the agency concerned based upon evidence received from supervising subordinates or personal observations or knowledge. Refer to OAC 123:1-31-03.

**BARGAINING AGENT** - See UNION, The.

**CARRY CERTIFICATION** - The ability to retain certified status without further testing when going from one classification to another.

**CERTIFICATION/CERTIFIED STATUS** - means that an employee was at some point tested under the Civil Service rules, found eligible for employment within the classification and was then appointed from a certification eligibility list or achieved certified status as described in Section 7.1 C.

**CLASS SERIES/CLASSIFICATIONS SERIES** - Any group of classifications (classifications titles) having generally identical names, but different numerical designation in series or identical titles, except

for designated levels of supervision. Examples of series: Clerk 1, Clerk 2, Clerical Specialist, Clerical Supervisor. Employees are generally able to carry certification (certified status) within their class series.

**CLASS/CLASSIFICATION** - The Civil Service title of a position which reflects the types of duties, levels of responsibility, authority, minimum qualifications, and pay range assigned to it; a means of identifying a group of positions sufficiently similar in duties, responsibility and authority so that the same Civil Service title and examination is used for all; a designated level within a class series.

**CONSULT/CONSULTATION** - To exchange views on; to seek advice or input from. See Meet and Discuss.

**COUNTY PERSONNEL DEPARTMENT (CPD)** - Where used in this Agreement and as defined by Chapter 124.14 (G) of the Ohio Revised Code, means a county personnel department established by a board of county commissioners to exercise the powers, the duties, and functions of the state Department of Administrative Services (DAS).

**CORE TIME** - Is the designated hours during which all employees must be present generally 9:00 a.m. to 4:00 p.m.

**D.A.S.** - The Ohio Department of Administrative Services, Division of Personnel. May also be referred to as ODAS.

**DEPARTMENT, THE** - The Lucas County Department of Job & Family Services. May also be referred to as the AGENCY or the EMPLOYER.

**DISCIPLINARY ACTION/DISCIPLINE** - Action taken by the employer against an employee for specified acts or omissions as defined by Article 14.1. Normally, the purpose of discipline although it may appear punitive in nature, is to correct any employee's unacceptable or unsatisfactory behavior. See Article 14 for forms of discipline. See REPRIMAND, SUSPENSION, REDUCTION, AND REMOVAL.

**EMPLOYER** - The Lucas County Department of Job & Family Services, The Job & family Services Director, and the Lucas County Board of Commissioners. May also be referred to as the AGENCY and the DEPARTMENT.

**FLEX TIME** - is all the time designated (between 7:00 a.m. and 9:00 a.m.) as part of the schedule of work hours within which the employees may choose their time of arrival. All full-time employees must work forty (40) hours each week and must be at work during core time.

**GRIEVANCE** - A grievance is an allegation of misinterpretation or misapplication of a specific term of this Agreement. All other matters pertaining to Civil Service Laws (O.R.C., Chapter 124) and Administrative Policies can be grieved up to the level of the County Commissioners. These matters cannot go to binding arbitration nor be appealed for any outside remedy. Matters resolved through the grievance procedure shall be considered final and binding upon the parties.

**IMMEDIATE FAMILY** - As defined in Chapter 123:147 of the Administrative Rules: means an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, stepparents, stepchildren, stepsiblings or a legal guardian or other person who stands in the place of a parent (in loco parentis).

**INACTIVE PAY STATUS** - Refers to the time during the normal work schedule which the employee is neither actually at work nor entitled to paid leaves and is not entitled to receive hourly compensation.

**INTERROGATE** - Intense questioning carried out in an intimidating manner.

**INVERSE SENIORITY** - An order beginning with the least amount of Agency seniority as defined Article 6.

**LATERAL TRANSFER** - For purposes of the contract, a lateral transfer is a transfer within the same pay range. A permanent lateral transfer within the same classification does not result in a probationary period. An employee may not take a temporary lateral transfer within his classification with the exceptions that an Eligibility Specialist who is not in a nursing home unit may take a temporary, lateral transfer to a nursing home positions, and a Social Service Case Manager who is not in a JOBS Unit may take a temporary, lateral transfer to a JOBS position (and vice-versa), for the purpose of gaining experience. A permanent lateral transfer from one class to another requires a standard probationary period but does not involve a probationary step increase.

**LCJFS** - The Lucas County Job & Family Services.

**LEAVE OF ABSENCE (APPROVED)** - See Article 18. Unpaid leave taken with the Employer's consent.

**LEAVE WITHOUT PAY (UNAPPROVED)** - Unpaid leave taken without the Employer's consent as expressed in Article 18.

**LIMITED FLEX-TIME** - Employees may still choose their time of arrival during a designated schedule, but the core will not be expanded from the 9:00 a.m. to 4:00 p.m. core.

**MEET AND DISCUSS** - To exchange views on; to seek advice or input from. In terms of this contract, meet and discuss means input from the union before the employer implements a change. Meet and discuss is not an extension of collective bargaining between the parties.

**MINIMUM QUALIFICATIONS** - The knowledge, skills, abilities, experience and/or course work (established either by ODAS or by negotiation) which are required for appointment to a position in a classification or admission to a Civil Service Test for a classification. These may be modified for use in an internal bidding by the Employer. See Section 10.6 (A) and Article 7

**O.D.A.S.** - The Ohio Department of Administrative Services, Division of Personnel.

**O.D.J.F.S.** - The Ohio Department of Job & Family Services

**OPEN LIST** - A Civil Service certified eligible list consisting of persons who took and passed a Civil Service test (reference to Section 7.8 A2). Military preference credit is applicable.

**O.R.C.** - The Ohio Revised Code

**ON-CALL** - subject to being called to work at a time not previously or regularly scheduled. Working overtime is not the same as on-call work.

**P.C.N** - Position Control Number.

**PROBATIONARY PERIOD** - A period of time at the beginning of an original appointment or following a promotion or lateral class change, which constitutes a trial or testing period for the employee, and during which he may be terminated (initial), reduced (promotional), or returned to his previous classification (promotional or lateral) if unsuccessful. Length of probation periods shall be in accordance with Article 20.1 C3 of this agreement.

**REASSIGN** - As defined by Chapter 123:1-47-01 of the Administrative Rules, means the act of changing the classification assigned to an employee.

**RECLASSIFY** - As defined by Chapter 123:1-47-01 of the Administrative Rules, means the act of changing the classification of an existing position.

**REGULAR BASIS** - For the purpose of this Agreement, any condition or situation with a duration of more than thirty (30) days.

**REDUCTION** - As used in Article 14 is change of the classification held by an employee to one having a lower base pay range, a change to a lower step within a salary range, or any decrease in compensation for an employee for disciplinary reasons. A reduction may be appealed through the grievance procedure. See **DISCIPLINARY ACTION/DISCIPLINE**.

**RELEASE TIME** - Time allowed an employee during the working day for permissible activities other than regular job duties.

**REMOVAL** - As used in Article 14 is the termination of an employee's employment for disciplinary reasons. A removal is appealable through the grievance procedure. See **DISCIPLINARY ACTION/DISCIPLINE**.

**REPRIMAND** - As used in Article 14 is a form of discipline, whereby an employee is given a written statement of censure by the Job & Family Services director regarding specific activity (or lack of) on the part of the employee. A reprimand may be appealed through the grievance procedure. See **DISCIPLINARY ACTION/DISCIPLINE**.

**ROTATING SENIORITY** - Refers to a manner of offering overtime in turn, starting with the most senior and working to the least senior, and then starting over again from the top of the seniority list, as opportunities for overtime occur.

**SCHEDULED EMPLOYEE** - Shall be employees assigned a specific time of arrival and departure by their Administrator/Coordinator.

**S.E.R.B.** - The State Employment Relations Board.

**S.P.B.R.** - The State Personnel Board of review.

**SENIORITY** - for the purposes of this Agreement, is an employee's status in relation to other employees according to his length (years and days) of employment in the bargaining unit. See Article 6.

**SICK LEAVE/DOCUMENTED** - Usage of sick leave for which the employee has submitted an Employee Medical Report (LCHS 1379) adequately completed by a licensed practitioner (medical, dental, psychologist, chiropractor) (three) [3] or more consecutive workdays). For sick leave usage of less than three (3) consecutive workdays any written verification from a licensed practitioner shall constitute documentation.

**STATE MINIMUM QUALIFICATIONS** - See MINIMUM QUALIFICATIONS.

**STEP RATE** - An employee's hourly rate per the pay rate charts. (See Section 20.1 (A).)

**SUSPENSION** - As used in Article 14, is a temporary deprivation of employment without pay for disciplinary reasons. A suspension is appealable through the grievance procedure. See DISCIPLINARY ACTION/DISCIPLINE.

**TEMPORARY ASSIGNMENTS** - Assignments for temporary absences of one hundred eighty (180) days or less.

**TOTAL HOURLY RATE** - The employee's chart rate plus appropriate supplements.

**UNION, THE** - The Lucas County Department of Job & Family Services Employee's Chapter, Local 544 and Ohio Council 8, AFSCME, AFL-CIO. May also be referred to as the BARGAINING AGENT.

**WORK** - Means actual attendance on the job performing assigned job duties, which includes authorized attendance at seminars and training sessions.

## **Mutual Agreement A**

### **Jean Days**

Labor and Management worked collectively to come to an agreement to allow for the granting of Jean Days to bargaining unit employees.

- It is agreed upon that Jean Day will occur every Friday.
- The other dress code rules still apply.

## **Mutual Agreement B**

### **Alternate Work Schedule**

Parties will continue to meet and discuss an alternate work schedule. A formal recommendation from the parties must be approved by the Lucas County Commissioners prior to implementation. In the event the Commissioners do approve the recommendation, there is no further obligation of either party to continue discussions.

**SIDE LETTER AGREEMENT**  
between  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES, LOCAL 544-1&2**  
and  
**Lucas County Commissioners**

**This Side Letter Agreement (hereafter “this Agreement”) is hereby entered into by and between the American Federation of State, County and Municipal Employees, Local 544-1&2 (hereafter “the Union”) and Lucas County Commissioner (hereafter the Employer) (hereafter collectively “the Parties”).**

**The Parties will engage in specific and separate Labor Management meetings after ratification of both parties as to address Article 17.7 evaluation and attendance for purposes of bidding.**

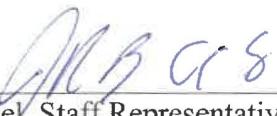
**If parties cannot come to an agreement, they will address it during the 2025 economic re-opener to take effect in 2026.**

**So Agreed Date: 11/1/2024**

## ACKNOWLEDGMENT AND SIGNATURES

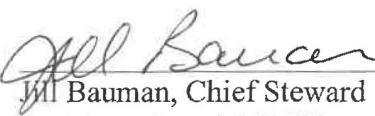
This Collective Bargaining Agreement, including the Mutual Agreements on Jeans Days and an Alternate Work Schedule, between the Lucas County Department of Job & Family Services, herein referred to as the "Department" or "Employer", and the Lucas County Department of Job & Family Employee Chapter, Local 544-01 and Ohio Council 8, the American Federation of State, County and Municipal Employees, AFL-CIO, herein referred to as the "Union", entered into pursuant to Chapter 4117 of the Ohio Revised Code and to be effective January 1, 2025, is hereby adopted and signed by the parties.

### For AFSCME Local 544-01

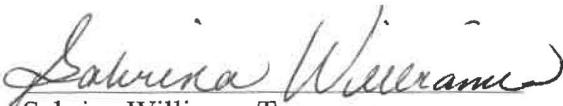
  
Jason Bogel, Staff Representative  
AFSCME, Ohio Council 8

  
LaReine Howie, Chapter Chair  
AFSCME Local 544-01

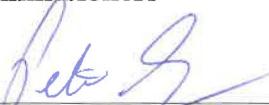
  
Frankie Fisher, Vice Chapter Chair  
AFSCME Local 544-01

  
Jill Bauman, Chief Steward  
AFSCME Local 544-01

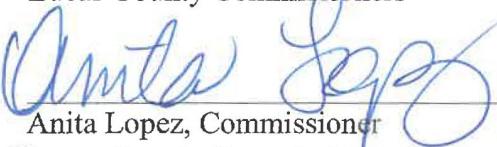
  
Trina Claybourne, Secretary  
AFSCME Local 544-01

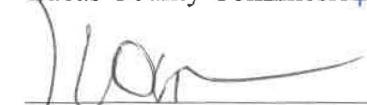
  
Sabrina Williams, Treasurer  
AFSCME Local 544-01

### For the Lucas County Board of County Commissioners

  
Pete Gerken, President  
Lucas County Commissioners

  
Lisa A. Sobecki, Commissioner  
Lucas County Commissioners

  
Anita Lopez, Commissioner  
Lucas County Commissioners

  
James Walter, Asst. Prosecuting Atty  
Lucas County Prosecutor's Office

  
Breda Osburn, Director  
Lucas County Dept. of Job & Family Services

  
Trent Burner, HR Director  
Lucas County Commissioners